

Notice of Intent

Maintenance Dredging Material Disposal

Inner Harbor Main Shipping Channel
Confined Aquatic Disposal (CAD) Cell

Boston, Massachusetts



Gulf Oil, Limited Partnership



Project number: 60539774

April 2019

Quality information

Prepared by	Checked by	Verified by	Approved by
			
Matt Devlin Senior Wetland Scientist	Thomas J. Keough Senior Wetland Scientist	Thomas J. Keough	

Revision History

Revision	Revision date	Details	Authorized	Name	Position

Distribution List

# Hard Copies	PDF Required	Association / Company Name

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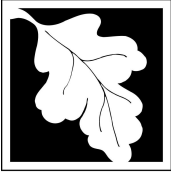
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WPA Form 3

Notice of Intent



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 3 – Notice of Intent

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:

MassDEP File Number

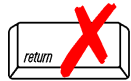
Document Transaction Number

Boston

City/Town

Important:

When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



Note:
Before completing this form consult your local Conservation Commission regarding any municipal bylaw or ordinance.

A. General Information

1. Project Location (**Note:** electronic filers will click on button to locate project site):

<u>Inner Harbor Main Shipping Channel CAD Cell</u>	<u>Boston</u>	<u>02129</u>
a. Street Address	b. City/Town	c. Zip Code
Latitude and Longitude:		
<u>Not Applicable (site in waterway)</u>	<u>42.379093</u>	<u>-71.045917</u>
f. Assessors Map/Plat Number	d. Latitude	e. Longitude
	<u>Not Applicable (site in waterway)</u>	
	g. Parcel /Lot Number	

2. Applicant:

<u>Christopher</u>	<u>Gill</u>	
a. First Name	b. Last Name	
<u>Gulf Oil Limited Partnership</u>		
c. Organization		
<u>80 Williams Street, Suite 400</u>		
d. Street Address		
<u>Wellesley</u>	<u>MA</u>	<u>02481</u>
e. City/Town	f. State	g. Zip Code
<u>(339) 933-7046</u>	<u>CGill@gulfoil.com</u>	
h. Phone Number	i. Fax Number	j. Email Address

3. Property owner (required if different from applicant): Check if more than one owner

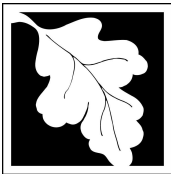
<u>Massachusetts Port Authority (CAD Cell owner)</u>	<u>One Harborside Drive, Suite 200S</u>	
a. First Name	b. Last Name	
c. Organization		
d. Street Address		
<u>East Boston</u>	<u>MA</u>	<u>02128</u>
e. City/Town	f. State	g. Zip Code
<u>617-568-3149</u>	<u>rgoto@massport.com</u>	
h. Phone Number	i. Fax Number	j. Email address

4. Representative (if any):

<u>Thomas</u>	<u>Keough</u>	
a. First Name	b. Last Name	
<u>AECOM Technical Services, Inc.</u>		
c. Company		
<u>250 Apollo Drive</u>		
d. Street Address		
<u>Chelmsford</u>	<u>MA</u>	<u>01824</u>
e. City/Town	f. State	g. Zip Code
<u>(978) 905-2270</u>	<u>(978) 905-2101</u>	<u>thomas.keough@aecom.com</u>
h. Phone Number	i. Fax Number	j. Email address

5. Total WPA Fee Paid (from NOI Wetland Fee Transmittal Form):

<u>\$1,450</u>	<u>\$712.50</u>	<u>\$737.50 (Not applicable)</u>
a. Total Fee Paid	b. State Fee Paid	c. City/Town Fee Paid



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A. General Information (continued)

6. General Project Description:

Disposal of approximately 4,100 cubic yards of dredge material (sediment) to the Inner Harbor Main Channel Confined Aquatic Disposal (CAD) Cell .

7a. Project Type Checklist: (Limited Project Types see Section A. 7b.)

- 1. Single Family Home
- 2. Residential Subdivision
- 3. Commercial/Industrial
- 4. Dock/Pier
- 5. Utilities
- 6. Coastal engineering Structure
- 7. Agriculture (e.g., cranberries, forestry)
- 8. Transportation
- 9. Other

7b. Is any portion of the proposed activity eligible to be treated as a limited project (including Ecological Restoration Limited Project) subject to 310 CMR 10.24 (coastal) or 310 CMR 10.53 (inland)?

- 1. Yes No If yes, describe which limited project applies to this project. (See 310 CMR 10.24 and 10.53 for a complete list and description of limited project types)

2. Limited Project Type

If the proposed activity is eligible to be treated as an Ecological Restoration Limited Project (310 CMR10.24(8), 310 CMR 10.53(4)), complete and attach Appendix A: Ecological Restoration Limited Project Checklist and Signed Certification.

8. Property recorded at the Registry of Deeds for:

a. County	b. Certificate # (if registered land)
c. Book	d. Page Number

B. Buffer Zone & Resource Area Impacts (temporary & permanent)

- 1. Buffer Zone Only – Check if the project is located only in the Buffer Zone of a Bordering Vegetated Wetland, Inland Bank, or Coastal Resource Area.
- 2. Inland Resource Areas (see 310 CMR 10.54-10.58; if not applicable, go to Section B.3, Coastal Resource Areas).

Check all that apply below. Attach narrative and any supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.



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B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)

For all projects affecting other Resource Areas, please attach a narrative explaining how the resource area was delineated.

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
a. <input type="checkbox"/> Bank	NA 1. linear feet	NA 2. linear feet
b. <input type="checkbox"/> Bordering Vegetated Wetland	NA 1. square feet	NA 2. square feet
c. <input type="checkbox"/> Land Under Waterbodies and Waterways	NA 1. square feet 3. cubic yards dredged	NA 2. square feet

Resource Area	Size of Proposed Alteration	Proposed Replacement (if any)
d. <input type="checkbox"/> Bordering Land Subject to Flooding	NA 1. square feet 3. cubic feet of flood storage lost	NA 2. square feet 4. cubic feet replaced
e. <input type="checkbox"/> Isolated Land Subject to Flooding	NA 1. square feet 2. cubic feet of flood storage lost	NA 3. cubic feet replaced
f. <input type="checkbox"/> Riverfront Area	NA 1. Name of Waterway (if available) - specify coastal or inland	

2. Width of Riverfront Area (check one):

- 25 ft. - Designated Densely Developed Areas only
- 100 ft. - New agricultural projects only
- 200 ft. - All other projects

3. Total area of Riverfront Area on the site of the proposed project: _____ square feet

4. Proposed alteration of the Riverfront Area:

a. total square feet	b. square feet within 100 ft.	c. square feet between 100 ft. and 200 ft.
----------------------	-------------------------------	--

5. Has an alternatives analysis been done and is it attached to this NOI? Yes No

6. Was the lot where the activity is proposed created prior to August 1, 1996? Yes No

3. Coastal Resource Areas: (See 310 CMR 10.25-10.35)

Note: for coastal riverfront areas, please complete **Section B.2.f.** above.



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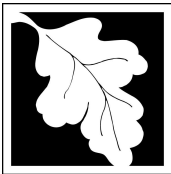
City/Town

B. Buffer Zone & Resource Area Impacts (temporary & permanent) (cont'd)

Check all that apply below. Attach narrative and supporting documentation describing how the project will meet all performance standards for each of the resource areas altered, including standards requiring consideration of alternative project design or location.

Online Users:
 Include your document transaction number (provided on your receipt page) with all supplementary information you submit to the Department.

<u>Resource Area</u>	<u>Size of Proposed Alteration</u>	<u>Proposed Replacement (if any)</u>
a. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below	
b. <input checked="" type="checkbox"/> Land Under the Ocean	<u>22,500</u> 1. square feet	
	<u>4,100</u> 2. cubic yards dredged	
c. <input type="checkbox"/> Barrier Beach	Indicate size under Coastal Beaches and/or Coastal Dunes below	
d. <input type="checkbox"/> Coastal Beaches	<u>NA</u> 1. square feet	<u>NA</u> 2. cubic yards beach nourishment
e. <input type="checkbox"/> Coastal Dunes	<u>NA</u> 1. square feet	<u>NA</u> 2. cubic yards dune nourishment
	<u>Size of Proposed Alteration</u>	<u>Proposed Replacement (if any)</u>
f. <input type="checkbox"/> Coastal Banks	<u>NA</u> 1. linear feet	
g. <input type="checkbox"/> Rocky Intertidal Shores	<u>NA</u> 1. square feet	
h. <input type="checkbox"/> Salt Marshes	<u>NA</u> 1. square feet	<u>NA</u> 2. sq ft restoration, rehab., creation
i. <input type="checkbox"/> Land Under Salt Ponds	<u>NA</u> 1. square feet	
	<u>NA</u> 2. cubic yards dredged	
j. <input checked="" type="checkbox"/> Land Containing Shellfish	<u>22,500</u> 1. square feet	
k. <input checked="" type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above	
	<u>4,100</u> 1. cubic yards dredged	
l. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	<u>NA</u> 1. square feet	
4. <input type="checkbox"/> Restoration/Enhancement	If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.2.b or B.3.h above, please enter the additional amount here.	
	<u>NA</u> a. square feet of BWV	<u>NA</u> b. square feet of Salt Marsh
5. <input type="checkbox"/> Project Involves Stream Crossings	<u>NA</u> a. number of new stream crossings	<u>NA</u> b. number of replacement stream crossings



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C. Other Applicable Standards and Requirements

- This is a proposal for an Ecological Restoration Limited Project. Skip Section C and complete Appendix A: Ecological Restoration Limited Project Checklists – Required Actions (310 CMR 10.11).

Streamlined Massachusetts Endangered Species Act/Wetlands Protection Act Review

- Is any portion of the proposed project located in **Estimated Habitat of Rare Wildlife** as indicated on the most recent Estimated Habitat Map of State-Listed Rare Wetland Wildlife published by the Natural Heritage and Endangered Species Program (NHESP)? To view habitat maps, see the *Massachusetts Natural Heritage Atlas* or go to http://maps.massgis.state.ma.us/PRI_EST_HAB/viewer.htm.

a. Yes No **If yes, include proof of mailing or hand delivery of NOI to:**

**Natural Heritage and Endangered Species Program
Division of Fisheries and Wildlife
1 Rabbit Hill Road
Westborough, MA 01581**

2017 _____
b. Date of map

If yes, the project is also subject to Massachusetts Endangered Species Act (MESA) review (321 CMR 10.18). To qualify for a streamlined, 30-day, MESA/Wetlands Protection Act review, please complete Section C.1.c, and include requested materials with this Notice of Intent (NOI); *OR* complete Section C.2.f, if applicable. *If MESA supplemental information is not included with the NOI, by completing Section 1 of this form, the NHESP will require a separate MESA filing which may take up to 90 days to review (unless noted exceptions in Section 2 apply, see below).*

c. Submit Supplemental Information for Endangered Species Review*

- Percentage/acreage of property to be altered:

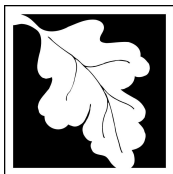
(a) within wetland Resource Area	NA _____ percentage/acreage
(b) outside Resource Area	NA _____ percentage/acreage

2. Assessor's Map or right-of-way plan of site

- Project plans for entire project site, including wetland resource areas and areas outside of wetlands jurisdiction, showing existing and proposed conditions, existing and proposed tree/vegetation clearing line, and clearly demarcated limits of work **
 - Project description (including description of impacts outside of wetland resource area & buffer zone)
 - Photographs representative of the site

* Some projects **not** in Estimated Habitat may be located in Priority Habitat, and require NHESP review (see <http://www.mass.gov/eea/agencies/dfg/dfw/natural-heritage/regulatory-review/>). Priority Habitat includes habitat for state-listed plants and strictly upland species not protected by the Wetlands Protection Act.

** MESA projects may not be segmented (321 CMR 10.16). The applicant must disclose full development plans even if such plans are not required as part of the Notice of Intent process.



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C. Other Applicable Standards and Requirements (cont'd)

- (c) MESA filing fee (fee information available at http://www.mass.gov/dfwele/dfw/nhesp/regulatory_review/ mesa/ mesa_fee_schedule.htm). Make check payable to “Commonwealth of Massachusetts - NHESP” and **mail to NHESP** at above address

Projects altering 10 or more acres of land, also submit:

- (d) Vegetation cover type map of site
- (e) Project plans showing Priority & Estimated Habitat boundaries
- (f) OR Check One of the Following
1. Project is exempt from MESA review.
Attach applicant letter indicating which MESA exemption applies. (See 321 CMR 10.14, http://www.mass.gov/dfwele/dfw/nhesp/regulatory_review/ mesa/ mesa_exemptions.htm; the NOI must still be sent to NHESP if the project is within estimated habitat pursuant to 310 CMR 10.37 and 10.59.)
2. Separate MESA review ongoing. NA NA
a. NHESP Tracking # b. Date submitted to NHESP
3. Separate MESA review completed.
Include copy of NHESP “no Take” determination or valid Conservation & Management Permit with approved plan.
3. For coastal projects only, is any portion of the proposed project located below the mean high water line or in a fish run?
- a. Not applicable – project is in inland resource area only b. Yes No

If yes, include proof of mailing, hand delivery, or electronic delivery of NOI to either:

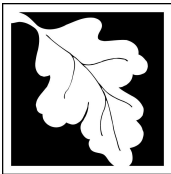
South Shore - Cohasset to Rhode Island border, and the Cape & Islands:

Division of Marine Fisheries -
Southeast Marine Fisheries Station
Attn: Environmental Reviewer
836 South Rodney French Blvd.
New Bedford, MA 02744
Email: DMF.EnvReview-South@state.ma.us

North Shore - Hull to New Hampshire border:

Division of Marine Fisheries -
North Shore Office
Attn: Environmental Reviewer
30 Emerson Avenue
Gloucester, MA 01930
Email: DMF.EnvReview-North@state.ma.us

Also if yes, the project may require a Chapter 91 license. For coastal towns in the Northeast Region, please contact MassDEP’s Boston Office. For coastal towns in the Southeast Region, please contact MassDEP’s Southeast Regional Office.



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Online Users:
Include your document transaction number (provided on your receipt page) with all supplementary information you submit to the Department.

C. Other Applicable Standards and Requirements (cont'd)

4. Is any portion of the proposed project within an Area of Critical Environmental Concern (ACEC)?
 a. Yes No If yes, provide name of ACEC (see instructions to WPA Form 3 or MassDEP Website for ACEC locations). **Note:** electronic filers click on Website.
 b. ACEC
5. Is any portion of the proposed project within an area designated as an Outstanding Resource Water (ORW) as designated in the Massachusetts Surface Water Quality Standards, 314 CMR 4.00?
 a. Yes No
6. Is any portion of the site subject to a Wetlands Restriction Order under the Inland Wetlands Restriction Act (M.G.L. c. 131, § 40A) or the Coastal Wetlands Restriction Act (M.G.L. c. 130, § 105)?
 a. Yes No
7. Is this project subject to provisions of the MassDEP Stormwater Management Standards?
 a. Yes. Attach a copy of the Stormwater Report as required by the Stormwater Management Standards per 310 CMR 10.05(6)(k)-(q) and check if:
 1. Applying for Low Impact Development (LID) site design credits (as described in Stormwater Management Handbook Vol. 2, Chapter 3)
 2. A portion of the site constitutes redevelopment
 3. Proprietary BMPs are included in the Stormwater Management System.
 b. No. Check why the project is exempt:
 1. Single-family house
 2. Emergency road repair
 3. Small Residential Subdivision (less than or equal to 4 single-family houses or less than or equal to 4 units in multi-family housing project) with no discharge to Critical Areas.

D. Additional Information

- This is a proposal for an Ecological Restoration Limited Project. Skip Section D and complete Appendix A: Ecological Restoration Notice of Intent – Minimum Required Documents (310 CMR 10.12).

Applicants must include the following with this Notice of Intent (NOI). See instructions for details.

Online Users: Attach the document transaction number (provided on your receipt page) for any of the following information you submit to the Department.

1. USGS or other map of the area (along with a narrative description, if necessary) containing sufficient information for the Conservation Commission and the Department to locate the site. (Electronic filers may omit this item.)
2. Plans identifying the location of proposed activities (including activities proposed to serve as a Bordering Vegetated Wetland [BVW] replication area or other mitigating measure) relative to the boundaries of each affected resource area.



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D. Additional Information (cont'd)

3. Identify the method for BVW and other resource area boundary delineations (MassDEP BVW Field Data Form(s), Determination of Applicability, Order of Resource Area Delineation, etc.), and attach documentation of the methodology.

4. List the titles and dates for all plans and other materials submitted with this NOI.

Site Plan, Inner Harbor Main Shipping Channel CAD Cell	
a. Plan Title	
AECOM	
b. Prepared By	c. Signed and Stamped by
April 16, 2019	
d. Final Revision Date	e. Scale
f. Additional Plan or Document Title	g. Date

5. If there is more than one property owner, please attach a list of these property owners not listed on this form.

6. Attach proof of mailing for Natural Heritage and Endangered Species Program, if needed.

7. Attach proof of mailing for Massachusetts Division of Marine Fisheries, if needed.

8. Attach NOI Wetland Fee Transmittal Form

9. Attach Stormwater Report, if needed.

E. Fees

1. Fee Exempt: No filing fee shall be assessed for projects of any city, town, county, or district of the Commonwealth, federally recognized Indian tribe housing authority, municipal housing authority, or the Massachusetts Bay Transportation Authority.

Applicants must submit the following information (in addition to pages 1 and 2 of the NOI Wetland Fee Transmittal Form) to confirm fee payment:

Not Applicable (City does not accept town share)	
2. Municipal Check Number	3. Check date
(To Be Determined when sent to DEP Lock Box)	
4. State Check Number	5. Check date
6. Payor name on check: First Name	7. Payor name on check: Last Name



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F. Signatures and Submittal Requirements

I hereby certify under the penalties of perjury that the foregoing Notice of Intent and accompanying plans, documents, and supporting data are true and complete to the best of my knowledge. I understand that the Conservation Commission will place notification of this Notice in a local newspaper at the expense of the applicant in accordance with the wetlands regulations, 310 CMR 10.05(5)(a).

I further certify under penalties of perjury that all abutters were notified of this application, pursuant to the requirements of M.G.L. c. 131, § 40. Notice must be made by Certificate of Mailing or in writing by hand delivery or certified mail (return receipt requested) to all abutters within 100 feet of the property line of the project location.

Christopher G. [Signature]

1. Signature of Applicant

April 16, 2019

2. Date

3. Signature of Property Owner (if different)

[Signature]

4. Date

5. Signature of Representative (if any)

6. Date

4/17/19

For Conservation Commission:

Two copies of the completed Notice of Intent (Form 3), including supporting plans and documents, two copies of the NOI Wetland Fee Transmittal Form, and the city/town fee payment, to the Conservation Commission by certified mail or hand delivery.

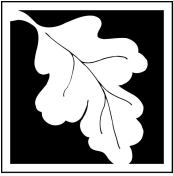
For MassDEP:

One copy of the completed Notice of Intent (Form 3), including supporting plans and documents, one copy of the NOI Wetland Fee Transmittal Form, and a copy of the state fee payment to the MassDEP Regional Office (see Instructions) by certified mail or hand delivery.

Other:

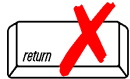
If the applicant has checked the "yes" box in any part of Section C, Item 3, above, refer to that section and the Instructions for additional submittal requirements.

The original and copies must be sent simultaneously. Failure by the applicant to send copies in a timely manner may result in dismissal of the Notice of Intent.



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NOI Wetland Fee Transmittal Form
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



A. Applicant Information

1. Location of Project:

Inner Harbor Main Shipping Channel CAD Cell Boston
 a. Street Address b. City/Town
 \$712.50
 c. Check number d. Fee amount

2. Applicant Mailing Address:

Christopher Gill
 a. First Name b. Last Name
 Gulf Oil LP
 c. Organization
 80 Williams Street, Suite 400
 d. Mailing Address
 Wellesley MA 02481
 e. City/Town f. State g. Zip Code
 (339) 933-7046 (CGill@gulfoil.com
 h. Phone Number i. Fax Number j. Email Address

3. Property Owner (if different):

Massachusetts Port Authority
 a. First Name b. Last Name
 c. Organization
 One Harborside Drive, Suite 200S
 d. Mailing Address
 East Boston MA 02128
 e. City/Town f. State g. Zip Code
 617-568-3149 rgoto@massport.com
 h. Phone Number i. Fax Number j. Email Address

To calculate filing fees, refer to the category fee list and examples in the instructions for filling out WPA Form 3 (Notice of Intent).

B. Fees

Fee should be calculated using the following process & worksheet. **Please see Instructions before filling out worksheet.**

Step 1/Type of Activity: Describe each type of activity that will occur in wetland resource area and buffer zone.

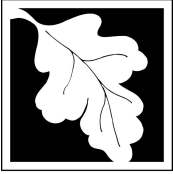
Step 2/Number of Activities: Identify the number of each type of activity.

Step 3/Individual Activity Fee: Identify each activity fee from the six project categories listed in the instructions.

Step 4/Subtotal Activity Fee: Multiply the number of activities (identified in Step 2) times the fee per category (identified in Step 3) to reach a subtotal fee amount. Note: If any of these activities are in a Riverfront Area in addition to another Resource Area or the Buffer Zone, the fee per activity should be multiplied by 1.5 and then added to the subtotal amount.

Step 5/Total Project Fee: Determine the total project fee by adding the subtotal amounts from Step 4.

Step 6/Fee Payments: To calculate the state share of the fee, divide the total fee in half and subtract \$12.50. To calculate the city/town share of the fee, divide the total fee in half and add \$12.50.



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B. Fees (continued)

Step 1/Type of Activity	Step 2/Number of Activities	Step 3/Individual Activity Fee	Step 4/Subtotal Activity Fee
Category 4 (h) Dredging	1	\$1,450	\$1,450
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Step 5/Total Project Fee:			<u>\$1,450</u>

Step 6/Fee Payments:

Total Project Fee:	<u>\$1,450</u>
	a. Total Fee from Step 5
State share of filing Fee:	<u>\$712.50</u>
	b. 1/2 Total Fee less \$12.50
City/Town share of filing Fee:	<u>\$737.50 not applicable</u>
	c. 1/2 Total Fee plus \$12.50

C. Submittal Requirements

- a.) Complete pages 1 and 2 and send with a check or money order for the state share of the fee, payable to the Commonwealth of Massachusetts.

Department of Environmental Protection
 Box 4062
 Boston, MA 02211

- b.) **To the Conservation Commission:** Send the Notice of Intent or Abbreviated Notice of Intent; a **copy** of this form; and the city/town fee payment.

To MassDEP Regional Office (see Instructions): Send a copy of the Notice of Intent or Abbreviated Notice of Intent; a **copy** of this form; and a **copy** of the state fee payment. (E-filers of Notices of Intent may submit these electronically.)

Project Narrative

1. Introduction

On behalf of Gulf Oil Limited Partnership (Gulf Oil), AECOM is submitting this Notice of Intent (NOI) application for the proposed disposal of dredged material to the Inner Harbor Main Shipping Channel (Main Shipping Channel) Confined Aquatic Disposal (CAD) Cell in Boston, Massachusetts. The Main Shipping Channel CAD cell will be utilized for the placement of maintenance dredge material from Gulf Oil's maintenance dredging project at their Bulk Petroleum Terminal within the Chelsea River in Chelsea, Massachusetts. According to the Massachusetts Port Authority (Massport), the Chelsea River CAD cell is not able to accept the dredge material from this project; therefore, Gulf Oil is requesting the Main Shipping Channel CAD cell be used for the disposal of maintenance dredge material pursuant to the Massachusetts Wetlands Protection Act (WPA; MGL Chapter 131, Section 40) and its implementing regulations (310 CMR 10.00). The maintenance dredge material disposal involves the placement of approximately 4,100 cubic yards (CY) of sediment from the Gulf Oil Chelsea River maintenance dredging project into the Main Shipping Channel CAD cell in Boston.

1.1 Purpose and Need

The proper disposal of dredged material is required. Gulf Oil initiated contact with Massport intending to use the Chelsea River CAD cell for the disposal of dredge material, but Massport indicated that the Chelsea River CAD cell cannot accommodate the volume of dredge material associated with the maintenance dredging project. Therefore, the Main Shipping Channel CAD Cell is proposed to be utilized for the disposal of the dredged material from the Gulf Oil Terminal maintenance dredging project occurring in the Chelsea River.

1.2 Regulatory Framework

Table 1 shows a summary of the local, state, and federal permits and approvals required for the completion of the proposed project.

Table 1. Project Permitting Summary

Issuing Authority	License, Permit or Approval	Status
Massachusetts Environmental Policy Act	Certificate - Environmental Notification Form	Certificate EEA No. 15955 issued 1/25/19
Boston Conservation Commission	WPA Order of Conditions	Pending
Chelsea Conservation Commission	WPA Order of Conditions	DEP File No. 011-0138, permit pending.
Massachusetts DEP	Waterways (MGL Chapter 91) Dredge Permit	DEP Transmittal No: X282016, permit pending
Massachusetts DEP	Water Quality Certification (CWA Section 401)	DEP Transmittal No: X282016, permit pending
U.S. Army Corps of Engineers	Clean Water Act Section 404/10 Permitting	File NAE-2018-03095, permit pending

The Massachusetts Environmental Policy Act (MEPA) review was completed on January 25, 2019 as the Secretary issued a Certificate stating that no further MEPA review was required. Permit applications for the maintenance dredging have already been submitted to the Chelsea Conservation Commission, Massachusetts Department of Environmental Protection (401 Water Quality Certification and Chapter 91 Dredge permit), and U.S. Corps of Engineers. The aforementioned regulatory agencies have not yet issued permits for the dredging, and AECOM has communicated with the agencies in regards to utilizing the Main Shipping Channel CAD Cell for disposal of dredged material.

2. Existing Conditions

The Boston Inner Harbor Main Shipping Channel CAD Cell (Site) is located immediately south of the confluence with the Chelsea and Mystic Rivers, east of Charlestown and west of East Boston (See Figures 1 and 2).

2.1 Regulated Areas under the WPA

Wetland resource areas located on the Site and subject to the Massachusetts Wetlands Protection Act (MGL C. 131, s. 40) and Regulations (310 CMR 10.00) include land under ocean, land containing shellfish and land under ocean that underlie an anadromous/catadromous fish run. These wetland resource areas are described in greater detail below.

2.1.1 Land Under Ocean (310 CMR 10.25)

The Inner Harbor is considered land extending from the mean low water seaward to the boundary of the municipalities jurisdiction and includes land under estuaries.

2.1.2 Land Containing Shellfish (310 CMR 10.34)

Land Containing Shellfish “means land under the ocean, tidal flats, rocky intertidal shores, salt marshes and land under salt ponds when any land contains shellfish” located within the Land Under the Ocean resource area. The Inner Harbor is located in Designated Shellfish Growing Area, GBH4 and is mapped for soft shell clam (*Mya arenaria*), razor clam (*Ensis directus*) and blue mussel (*Mytilus edulis*). The Site is located in an area closed to shellfishing.

2.1.3 Land Under Ocean that Underlie an Anadromous/Catadromous Fish Run ("Fish Run") (310 CMR 10.35)

The Inner Harbor is considered land under ocean that underlie an anadromous/catadromous fish run in accordance with 310 CMR 10.35 as the River is a migratory pathway for rainbow smelt (*Osmerus mordax*) and American eel (*Anguilla rostrata*).

2.2 Rare Species

According to 14th Edition of the Natural Heritage and Endangered Species Program (NHESP) Atlas (August 1, 2017), the site is not located within an area of Estimated Habitats of Rare Wildlife or an area of Priority Habitats of Rare Species; however, an area of Estimated Habitats of Rare Wildlife and Priority Habitats of Rare Species is mapped approximately 200 feet east of the CAD cell (see Figure 2). There are no certified vernal pools located on or near the site.

2.3 Fisheries

The project site is in the Inner Harbor in an area that supports the spawning and juvenile development of winter flounder (*Pseudopleuronectes americanus*) and is a migratory pathway for rainbow smelt and American eel.

3. Project Description

This section provides an overview of the proposed activities required for the maintenance dredge material disposal project. Details regarding the limits of the proposed dredge material disposal activities are provided in the plans located in Attachment B. Discussion of the support infrastructure, means, and methods are provided below.

The Gulf Oil Terminal Maintenance Dredging Project in the Chelsea River consists of removing approximately 4,100 CY from the berthing area in front of the Gulf Oil Fuel Terminal in Chelsea, Massachusetts and in the corridor between the berthing area and the steel sheet pile wall. Approximately 2,700 CY will be removed from within the berthing area and another 1,400 CY from within the corridor. These volumes include an estimated over-dredge of 12 inches beyond the -38' Mean Lower Low Water (MLLW) to a maximum depth of -39' MLLW. Prior to conducting the dredge, a Massachusetts-certified hydrographer will perform a multi-beam bathymetric survey of the current area and plans and profiles will be updated so the contractor will have accurate dredging prisms for use during construction.

The sediment will be removed using a crane-mounted 9 CY Cable Arm environmental clamshell bucket equipped with RTK level GPS positioning which will be mounted on the deck of a spud barge. That barge will measure approximately 130-feet (ft) X 50-ft. A 1,500 CY capacity dump scow which has an effective capacity of 1,200 CY will be used collect the sediment for transport to the disposal location which is the Massport Main Shipping Channel CAD cell located in Boston. The location of the CAD cell is shown in Figure 3. In addition to the dredge barge and scow, there will be a 26-foot push boat and 64-foot tug for maneuvering the vessels.

Operations are projected to remove between 400 and 600 CY per day, making the project duration anywhere from seven to 12 dredging days. Accounting for potential weather delays and offloading days, the total project duration is estimated at 20 days. Assuming five days/week, the total project is anticipated to take one month. This allowance does not incorporate downtime for deliveries to the terminal which are not currently scheduled but may include three to four vessels/week.

Gulf Oil and the Massachusetts Port Authority will be executing an agreement (see Attachment D) for use of the Main Channel CAD cell which was constructed as part of the Boston Harbor Deep Draft Improvement Project. The CAD cell specifications, referenced in Figure 3, for depositing material will be implemented. At the start of the Dredging Project, the appropriate area within the Main Channel CAD cell will be surveyed by a hydrographer to establish the baseline conditions at the cell. Throughout the project, the dredge material from the Gulf Maintenance Dredging Project will be transported to the CAD cell. The dump scow will be guided to and positioned over the CAD cell using GPS by the tug. The scow operator will bottom dump the sediment from the scow over the cell.

A Massachusetts certified hydrographer will provide progress surveys over time as needed by the Contractor in the berth area to assess elevations. After target removal is complete, the hydrographer will conduct a multibeam survey at both the terminal and the CAD cell which will document as-built conditions and verify the total volume removed and deposited. Both the dredge area at the Terminal and the CAD cell will be left as is following completion of these tasks.

3.1 Construction Schedule

It is anticipated that the project will begin in July 2019. As stated above the project is anticipated to take one month to complete. This allowance does not incorporate downtime for deliveries to the terminal which are not currently scheduled but may include 3-4 vessels/week.

4. Demonstration of Regulatory Compliance

The proposed maintenance dredge material disposal project will directly impact Land Under Ocean, Land Under an Ocean that underlies an anadromous/catadromous fish run and Land Containing Shellfish.

4.1 Land Under Ocean

Land Under the Ocean is provided under 310 CMR 10.25 which includes the following factors that are critical to the protection of the interests:

a) *water circulation,*

Water circulation will not be impacted and therefore there will be no adverse change in flushing rate, temperature or turbidity levels.

b) *distribution of sediment grain size,*

Sediment transport processes will not be impacted and therefore the Project will not increase flooding or erosion hazards by affecting the natural replenishment of beaches.

c) *water quality,*

Water quality will not be impacted and therefore there will be no adverse change in flushing rate, temperature or turbidity levels.

d) *finfish habitat,*

There will be no long term adverse impact to Finfish habitat from the disposal of dredge material to the CAD cell.

e) *important food for wildlife*

No changes to food for wildlife or marine productivity will result from the Project.

(4) Maintenance dredging for navigational purposes affecting land under the ocean shall be designed and carried out using the best available measures so as to minimize adverse effects on such interests caused by changes in marine productivity which will result from the suspension or transport of pollutants, increases in turbidity, the smothering of bottom organisms, the accumulation of pollutants by organisms, or the destruction of marine fisheries habitat or wildlife habitat.

Best available measures to minimize adverse impacts will be utilized for this project. As previously discussed, the project is not located within either mapped Estimated Habitats of Rare Wildlife or mapped Priority Habitats of Rare Species. There are no Certified Vernal Pools onsite and the proposed project is not located within an Area of Critical Environmental Concern (ACEC).

4.2 Land Containing Shellfish

As provided in 310 CMR 10.34(5), *“projects which temporarily have an adverse effect on shellfish productivity but which do not permanently destroy the habitat may be permitted if the land containing shellfish can and will be returned substantially to its former productivity in less than one year from the commencement of work, unless an extension of the Order of Conditions is granted, in which case such restoration shall be completed within one year of such extension.”*

The Site is located in an area closed to shellfishing. The proposed maintenance dredge material disposal will have a temporary adverse effect on shellfish productivity but will not permanently destroy the habitat, as once dredge disposal activities are complete the area will be returned substantially to its former productivity.

4.3 Land Under Ocean that Underlie an Anadromous/Catadromous Fish Run

The General Performance Standards for Banks of or Land under the Ocean, Ponds, Streams, Rivers, Lakes, or Creeks that Underlie an Anadromous/Catadromous Fish Run are outlined at 310 CMR 10.35 (3) through (5) as described below.

- (3) *Any project on such land or bank shall not have an adverse effect on the anadromous or catadromous fish run by:*
- (a) *impeding or obstructing the migration of the fish, unless DMF has determined that such impeding or obstructing is acceptable, pursuant to its authority under M.G.L. c. 130, § 19;*
 - (b) *changing the volume or rate of flow of water within the fish run; or*
 - (c) *impairing the capacity of spawning or nursery habitats necessary to sustain the various life stages of the fish.*

The proposed maintenance dredge material disposal will not impede or obstruct the migration of fish, as the material disposal will be conducted in a discrete area which leaves a majority of other portions of the Inner Harbor open for the movement of fish. Volumes and flow rates will remain the same throughout the dredge material disposal process.

The proposed maintenance dredge material disposal will not impair the capacity of spawning or nursery habitats within the Inner Harbor. Dredge material disposal will be conducted in a discrete area which leaves a majority of other portions of the Inner Harbor open for such activities. Once dredge disposal activities are complete the area will be returned substantially to its former productivity.

- (4) *Unless otherwise allowed by DMF pursuant to M.G.L. c. 130, § 19, dredging, disposal of Dredged Material or filling in a fish run shall be prohibited between March 15th and June 15th in any year.*

The applicant is proposing to conduct the dredging and dredge material disposal operations outside the time of year (TOY) restriction.

Potential impacts to winter flounder and anadromous species due to siltation entering the river system from dredge activities have been mitigated for as described in Section 3.

- (5) *Notwithstanding the provisions of 310 CMR 10.35(3), no project may be permitted which will have any adverse effect on specified habitat sites of rare vertebrate or invertebrate species, as identified by procedures established under 310 CMR 10.37.*

As previously discussed, the project is not located within either mapped Estimated Habitats of Rare Wildlife or mapped Priority Habitats of Rare Species.

- (6) *Any person proposing a new stream crossing of a Fish Run shall demonstrate to the issuing authority that there are no practicable alternatives to the crossing, that the impacts of the crossing have been minimized and that mitigation measures have been provided to contribute to the protection of the interests identified in M.G.L. c. 131, § 40. An applicant will be presumed to have made this showing if the project is designed as follows:*

Not applicable. No new stream crossings are proposed.

4.4 Compliance with Massachusetts Stormwater Policy

There are no new discharges or impervious surfaces associated with the proposed project; therefore this project is not subject to the Massachusetts Stormwater Standards or Policy.

5. Summary

The proposed maintenance dredging is required to ensure the continued safe operation of the bulk fuel loading/offloading operations at the Gulf Oil Terminal. Proper disposal of dredged material is required. Therefore, the Inner Harbor Main Channel CAD cell will be utilized for the disposal of the dredged material.

Gulf Oil respectfully requests that the Boston Conservation Commission find these measures adequately protective of the interests identified in the WPA and issues an Order of Conditions approving the work described in this NOI and shown on the accompanying plans.

6. References

MassDEP. *Massachusetts Erosion and Sediment Control Guidelines for Urban and Suburban Areas: A Guide for Planners, Designers, and Municipal Officials*. 1997.

MassGIS. Areas of Critical Environmental Concern datalayer, April 2009. Available online:

<http://www.mass.gov/anf/research-and-tech/it-serv-and-support/application-serv/office-of-geographic-information-massgis/datalayers/acecs.html>. Accessed April 16, 2019.

MassGIS. FEMA FIRM Flood Insurance Rate Map, Map Number25025C0018J, Effective Date March 16, 2016.

<http://www.mass.gov/anf/research-and-tech/it-serv-and-support/application-serv/office-of-geographic-information-massgis/datalayers/nfhl.html>. Accessed April 16, 2019.

MassGIS. OLIVER: MassGIS's Online Mapping Tool. http://maps.massgis.state.ma.us/map_ol/oliver.php

Accessed April 16, 2019.

MassGIS. Outstanding Resource Waters datalayer, March 2010. Available online:

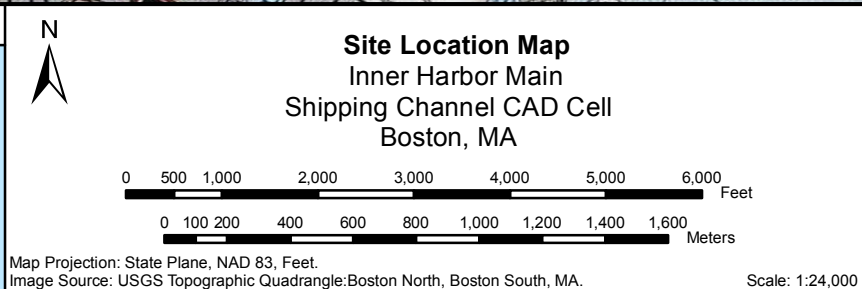
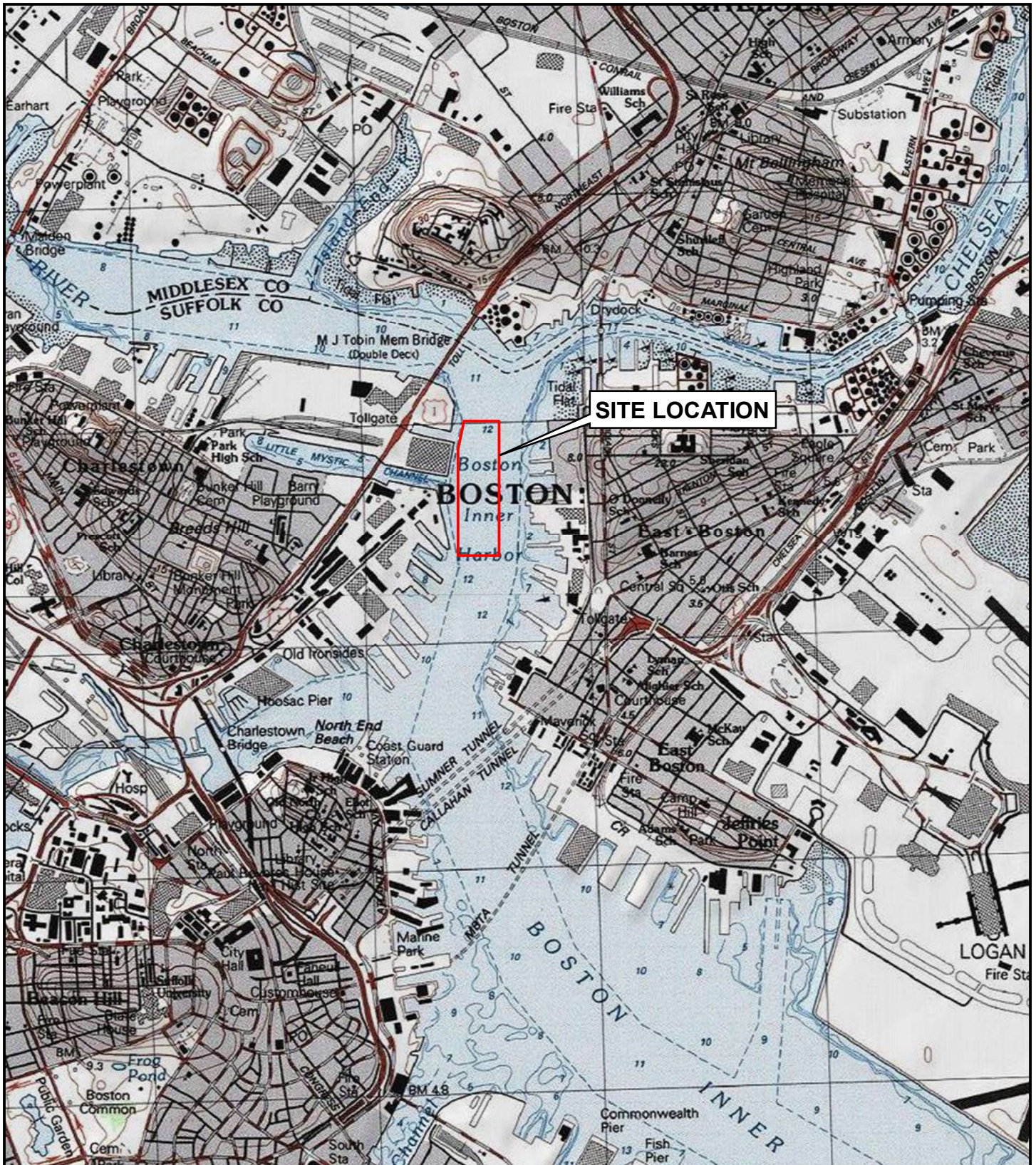
<http://www.mass.gov/anf/research-and-tech/it-serv-and-support/application-serv/office-of-geographic-information-massgis/datalayers/orw.html> Accessed April 16, 2019.

Natural Heritage and Endangered Species Program – Massachusetts Division of Fisheries & Wildlife. NHESP Atlas – 2017 Priority and Estimated Habitat.

http://maps.massgis.state.ma.us/PRI_EST_HAB/viewer.htm. Accessed April 16, 2019.

U.S. Environmental Protection Agency. *Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites* (Office of Water Report EPA 833-B-09-002). February 2009.

Attachment A Figures



AECOM

Figure 1

Date: April 2019

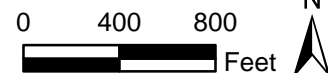
Project #: 60539774

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Legend

- NHESP Estimated Habitats of Rare Wildlife
- CAD Cell
- Allowable CAD Cell Adjustment Area
- NHESP Priority Habitats of Rare Species



BOSTON, MA

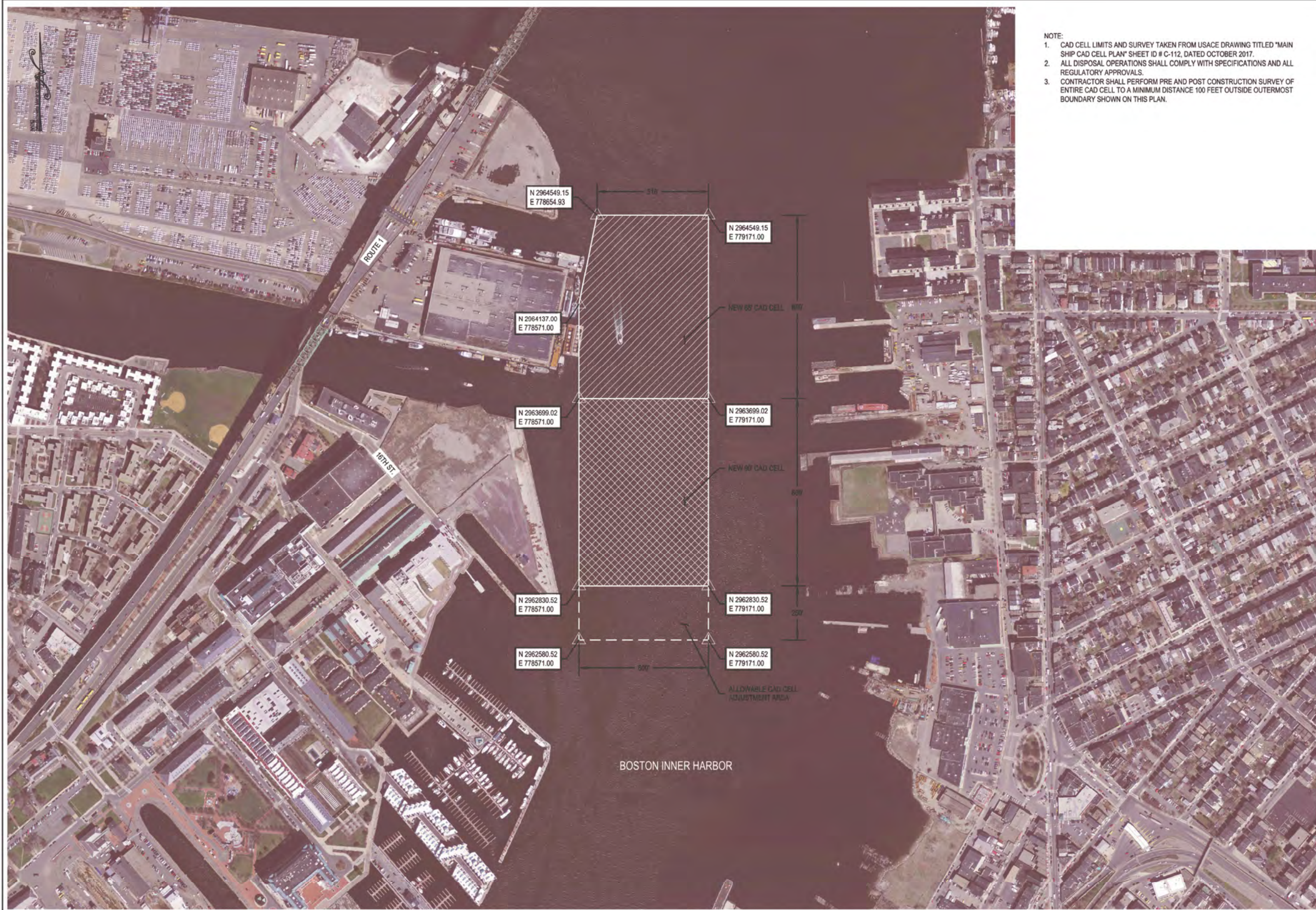
AERIAL PHOTO
INNER HARBOR
MAIN SHIPPING CHANNEL CAD CELL

DATE: 4/16/19

DRWN: JB

FIGURE 2

Attachment B Site Plan



NOTE:
 1. CAD CELL LIMITS AND SURVEY TAKEN FROM USACE DRAWING TITLED "MAIN SHIP CAD CELL PLAN" SHEET ID # C-112, DATED OCTOBER 2017.
 2. ALL DISPOSAL OPERATIONS SHALL COMPLY WITH SPECIFICATIONS AND ALL REGULATORY APPROVALS.
 3. CONTRACTOR SHALL PERFORM PRE AND POST CONSTRUCTION SURVEY OF ENTIRE CAD CELL TO A MINIMUM DISTANCE 100 FEET OUTSIDE OUTERMOST BOUNDARY SHOWN ON THIS PLAN.

DATUM	
HTL	+12.50
MHRW	+10.27
MHW	+9.83
NAVD 88	+5.51
NGVD 29	+4.70
MLW	+0.34
MLLW	0.00

0 200 400
SCALE: 1"=200' 0"



Source:
 Massachusetts Port Authority. CAD Cell limits and survey taken from USACE drawing titled "Main Ship CAD Cell Plan" sheet ID #C-112, Dated October 2017.

BOSTON, MA		SITE PLAN INNER HARBOR MAIN SHIPPING CHANNEL CAD CELL	
DATE: 4/16/19	DRWN: JB		FIGURE 3

Attachment C Abutters Notification List

Abutters List

(abutters within 100 feet of the Inner Harbor Main Shipping Channel Confined Aquatic Disposal (CAD) Cell, Boston, MA)

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
0203517800	Terminal Street	Boston Planning and Development Agency	Boston Redevelopment Authority	One City Hall Square	Boston	MA	02201
0202754000	Terminal Street	Massachusetts Port Authority		1 Harborside Drive, Suite 200S	East Boston	MA	02128

ABUTTER'S NOTIFICATION
Notification to Abutters Under the
Massachusetts Wetlands Protection Act

In accordance with the second paragraph of Massachusetts General Laws Chapter 131, Section 40, you are hereby notified of the following:

The Conservation Commission will hold a public hearing in the Piemonte Room on the fifth floor of City Hall, 1 City Hall Square, on Wednesday May 1, 2019 at 6:00 PM in accordance with the provisions of the Mass. Wetlands Protection Act (M.G.L. Ch. 131, s. 40, as amended), for a Notice of Intent from Gulf Oil for the proposed dredge material disposal at the Inner Harbor Main Shipping Channel Confined Aquatic Disposal (CAD) Cell. Gulf Oil will discharge approximately 4,100 cubic yards of dredge material (sediment) to the Inner Harbor Main Shipping Channel CAD Cell.

A copy of the application and accompanying plans are available for inspection Mon-Fri. 8am-4pm at the Conservation Commission office, Room 709 of the City Hall at 1 City Hall Square.

For more information call AECOM 978-905-2355 or the Boston Conservation Commission at 617-635-3850, or the DEP Northeast Regional Office, 978-694-3200.

A link to Boston's Public Notices where the meeting date and time can be confirmed prior to the hearing is located here at <https://www.boston.gov/public-notices>

NOTE: Notice of the Public Hearing will be published at least five (5) days in advance in *The Boston Herald* and be posted not less than 48 hours in advance in the Boston City Hall of the public hearing.

For your information in completing your Notification, the meeting information for your hearing is:

Date: May 1, 2019

Time: 6:00 PM

AFFIDAVIT OF SERVICE

(Return to Conservation Commission)

I, Matthew Devlin, being duly sworn, do hereby state as follows: on April 17, 2019, I mailed a "Notification to Abutters" in compliance with the second paragraph of Massachusetts General Laws, Chapter 131, s.40, the DEP Guide to Abutter Notification dated April 8, 1994 in connection with the following matter:

Notice of Intent by Gulf Oil Limited Partnership for Maintenance Dredging Material Disposal, Inner Harbor Main Shipping Channel Confined Aquatic Disposal (CAD) Cell, Boston, Massachusetts.

The form of the notification, and a list of the abutters to whom it was provided and their addresses, are attached to this Affidavit of Service.

Signed under the pains and penalties of perjury, this 17th day of April 2019,



Name Matthew Devlin

Attachment D Gulf Oil and Massport CAD Cell Agreement

**AGREEMENT BETWEEN
MASSACHUSETTS PORT AUTHORITY
AND
GULF OIL LIMITED PARTNERSHIP
FOR DISPOSAL OF DREDGED MATERIALS INTO
CONFINED AQUATIC DISPOSAL (“CAD”) CELL**

This Agreement is entered into as of this _____ day of _____, 2019, by and between Gulf Oil Limited Partnership with a regular place of business at the marine terminal facility located at 123 Eastern Avenue, Chelsea, Massachusetts (the “Berth Owner”), and the Massachusetts Port Authority (the “Authority”), a body politic and corporate organized pursuant to Chapter 465 of the Acts of 1956, as amended, with its regular place of business at One Harborside Drive, Suite 200S, East Boston, Massachusetts 02128. The Authority and the Berth Owner may be referred to individually as the “Party” and collectively as the “Parties.”

PREAMBLE

WHEREAS, the Boston Harbor Deep Draft Improvement Project (“BHDDIP”) within Boston Harbor and the Port of Boston was congressionally authorized pursuant to the Water Resources Development Act of 1986 (P.L. 99-662), as amended by the Water Resources Development Act of 1990 (P.L. 101-640) and the Water Resources Reform Development Act of 2014 (P.L. 113-121) (hereinafter collectively referred to as the “Act”); and

WHEREAS, the Act requires both the U.S. Department of the Army’s Assistant Secretary of the Army for Civil Works (the “United States”) and the Authority to undertake certain responsibilities with respect to the BHDDIP; and

WHEREAS, the United States and the Authority have completed the Inner Harbor Maintenance Dredging Project (“Project”) as part of the BHDDIP; and

WHEREAS, to implement the approved silt disposal plan, the United States has contracted with a Dredging Contractor (the “Contractor”) to complete the dredging work for the BHDDIP and the Project; and

WHEREAS, the United States and the Authority have determined that the most economical and environmentally sound means of disposing of such dredged material is into a confined aquatic disposal (“CAD”) cell; and, therefore, several CAD cells have been constructed or are being constructed in Boston Harbor; and

WHEREAS, Berth Owner owns a marine dock facility located on the Chelsea River (the “Berth”) proximate to the Gulf Oil Fuel terminal identified in **Attachment A**, and Berth Owner serves as the sole operator of the Berth; and

WHEREAS, Berth Owner wishes to have its berth dredged and to have access to a CAD cell, designated by the Authority, for the disposal of the dredged spoils; and

WHEREAS, the Authority has designated the Main Shipping Channel CAD cell (the "CAD Cell") for the disposal of the Berth Owner's dredged spoils; and

WHEREAS, the Authority and Berth Owner have the legal authority and capability to perform as hereinafter set forth in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Berth Owner hereby agree as follows:

ARTICLES

Article 1 Relationship of the Parties

In the exercise of their respective rights and obligations under this Agreement, the Authority and the Berth Owner each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

Article 2 Obligations of the Parties

2.1. The Berth Owner's Obligations. Subject to the conditions herein, Berth Owner shall pay to the Authority Forty-Five and 00/100 Dollars (\$45.00) per cubic yard (the "Tipping fee") for the right to dispose of dredged spoils within the CAD Cell. Berth Owner estimates that it will dispose of between 2,000 cubic yards and 3,500 cubic yards of dredged spoils into the CAD Cell for an estimated Tipping fee, based on 2,750 cubic yards, of One Hundred Twenty-Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$123,750.00). One half of the estimated Tipping fee shall be paid within thirty (30) days of execution of this Agreement. The balance of the Tipping fee, based on the actual volume of the dredged spoils placed within the CAD Cell (which volume may be less than or in excess of the above estimate Tipping fee), shall be paid within thirty (30) days of completion of disposal of the dredged spoils within the CAD Cell. Such dredged spoils will be the result of dredging activity conducted at Berth Owner's facility identified in **Attachment A** as authorized by the Permits (as such term is defined in Section 5.1).

2.2. The Authority's Obligations. Subject to the conditions herein and applicable Permits and approvals, as consideration for Berth Owner's obligations in this Agreement, the Authority shall provide all the capacity necessary for the disposal of dredged spoils from Berth Owner's facility within the CAD Cell, provided the

quantity of dredged spoils to be deposited shall not exceed 8,000 cubic yards without the Authority's prior consent.

The Authority shall communicate with the U.S. Army Corps of Engineers and monitor the progress being made with regard to dredging in Boston Harbor as part of BHDDIP. Based on those communications and monitoring, the Authority shall notify the Berth Owner in a timely manner of any material changes that would affect the CAD Cell's current ability to accept the dredged material from Berth Owner's berth.

Once the dredging of Berth Owner's Berth begins, the Authority shall use diligent efforts (i) not to disrupt the dredging, and (ii) upon request by Berth Owner, to ask others not to do so.

Article 3 Payments

Berth Owner shall pay the Tipping fee in accordance with Article 2 of this Agreement.

Article 4 Description and Quantity of Dredged Material

Within thirty (30) days of execution of this Agreement, Berth Owner shall provide the Authority with a general description of the proposed dredging work to be undertaken, schedule of work by its contractor and calculated volumes, drawings and the characteristics and profile of the soils samples submitted to MassDEP pursuant to combined chapter 91 waterways permit and 401 water quality certification for dredging in connection with its Permits.

Article 5 Berth Project Permitting

5.1 Permit Applications. The Berth Owner shall prepare and submit all necessary federal, state and local permit applications for the dredging at its facility and disposal of the dredged spoils within the CAD Cell, including any appropriate amendments (the "Permits"). Berth Owner shall comply with the Permits in undertaking the work described therein. Berth Owner shall not have any responsibility to obtain any other permits associated with the BHDDIP, the Project, or the construction and operation of the CAD Cell.

5.2 Compliance. Berth Owner agrees to comply with all terms and conditions set forth in the federal, state, and local permits for the BHDDIP, the Project, and the construction and operation of the CAD Cell that are the responsibility of the Authority or U.S. Army Corps of Engineers to obtain and that are applicable to Berth Owner's dredging and disposal activities described in its Permits.

5.3 Assistance with Permits. The Authority agrees to work with Berth Owner, and, if necessary, to help Berth Owner obtain the Permits.

Article 6 Berth Dredging

6.1. Berth Dredging. Berth Owner agrees to conduct all such dredging activities in compliance with all applicable federal, state, and local statutes, regulations, Permits, interagency agreements, and mitigation requirements.

6.2. Post-Dredging Notification. Following completion of the dredging at Berth Owner's facility, Berth Owner shall notify the Authority of the quantity of the dredged spoils to be disposed of within the CAD Cell within thirty (30) days of completion.

6.3 Dredging Disposal Survey. Simultaneous with its submittal to the U.S. Army Corps of Engineers of the respective pre-disposal and post-disposal survey of the CAD Cell or upon written request by the Authority, Berth Owner shall provide the Authority with a copy of the same.

Article 7 Termination and Excuse of Performance

7.1. Termination for Default. This Agreement may be terminated for default by either Party if the other Party defaults on a material obligation of this Agreement and such default continues beyond the Party's cure period. The cure period shall be thirty (30) days following receipt of written notice of the breach from the non-breaching Party to the breaching Party. If the breach has not been cured during the cure period, termination may be initiated, no later than seven (7) days after the expiration of the cure period, by written notice given by the non-breaching Party to the breaching Party.

7.2. Tipping Fee.

(a) Upon termination by the Authority for Berth Owner's default, the Authority shall be entitled to retain any Tipping fee paid by the Berth Owner. In addition, the Authority shall be entitled to all other legal and equitable remedies for such default.

(b) Upon termination by the Berth Owner for the Authority's default, within forty-five (45) days of termination, the Authority must within sixty (60) days return any portion of the Tipping fee paid by Berth Owner that exceeds the charge for depositing the amount of dredged material actually deposited in the CAD Cell. In addition, Berth Owner shall be entitled to all other legal and equitable remedies for such default.

7.3 Lack of Permits. In the event Berth Owner has not obtained all necessary permits for dredging at its facility, including, without limitation, all necessary Permit and amendments thereto as necessary, within a reasonable time prior to the date the CAD Cell is scheduled to be capped, either Party shall have the right to terminate the Agreement for convenience. In such a case, the Authority will refund

the Berth Owner Tipping fee within forty-five (45) days and all other obligations of the Parties hereunder (with the exception of Articles 8-10, 12-13, and 15-17) shall be deemed null and void with no further effect and without recourse to the Parties hereto.

7.4 Excuse of Performance. Neither Party to this Agreement shall be liable or be in default for any delay or failure in performance under this Agreement resulting directly or indirectly from Acts of God; acts of civil or military authority; fires; floods; unusually severe weather; explosions; earthquakes; delays in transportation; or any similar or dissimilar cause beyond its reasonable control, except performance will not be excused due to inability to pay the monies owed under this contract.

Article 8 Limitation of Liability and Indemnity

8.1 Indemnity. Each Party shall indemnify, defend, and hold harmless the other Party and its affiliates and their respective officers, partners, directors, employees, agents, successors, and assigns, from any and all losses, damages, costs, liabilities, and expenses, including attorneys' fees (collectively "Losses"), arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from the Party's (or any of the Party's employees', agents', or representatives') actions in connection with the following:

(a) the death or bodily injury of any person, and the damage, loss, or destruction of any real or tangible personal property, either of which is caused by the intentional misconduct, negligence, fraudulent, or other tortious conduct of the Party (or any of its employees, agents, or representatives);

(b) breach of the provisions herein;

(c) material violation of any law or regulation; and

(d) any action taken by or on behalf of a Party in the performance of this Agreement that causes the other Party to be obligated to indemnify, defend, and/or hold harmless the United States and/or the Contractor and/or its officers, directors, employees, agents, successors and assigns.

8.2. Liability of Officers, Directors, and Other Employees. No officer, director, member, agent, board member, or employee of either the Authority or the Berth Owner shall be charged personally with any liability, or held liable under the terms of provisions of this Agreement, or because of its execution or attempted execution, or because of any breach or attempted breach or alleged breach thereof.

8.3. Waiver of Certain Damages. Both Parties affirmatively waive, and neither Party shall ever be liable to the other, for any indirect, incidental, special, consequential or exemplary damages, including lost profits.

Article 9 Confidentiality

9.1 The Parties agree that, in the course of performance of the Agreement, it may be necessary and desirable for them to exchange confidential information. Berth Owner requests that the Authority keep confidential any information submitted by Berth Owner that is identified as "confidential" pursuant to this Agreement. Such information is proprietary business information, the release of which could adversely affect Berth Owner's financial or competitive position. Accordingly, Berth Owner requests that such information be withheld in the event of a demand for disclosure except when required in the context of a litigation proceeding or by the Massachusetts Public Records Law. In the event of such a demand for disclosure, Berth Owner requests that the Authority provide Berth Owner with prompt notice and opportunity to be heard prior to taking any action to disclose. Berth Owner shall respond to such notification in a prompt and timely manner.

9.2. The obligations of this Article shall survive completion of the Agreement.

Article 10 Assignments and Delegations

Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either Party hereto without the prior written consent of the other Party, except that without securing such prior consent, either Party hereto shall have the right to assign this Agreement to any legal successor of such Party including by way of merger or consolidation, and in the case of Berth Owner, any acquirer, directly or indirectly, of substantially all of its terminal business or assets located on the Chelsea or Mystic Rivers. Berth Owner shall notify the Authority of the assignment of this agreement due to a merger, consolidation or acquisition within forty-five (45) days of such assignment. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

Article 11 Bankruptcy

In addition to the rights set forth in the "Termination" clauses in this Agreement, Berth Owner or the Authority may terminate this Agreement for default, in whole or in part, by written notice if either the Authority or Berth Owner becomes insolvent or makes a general assignment for the benefit of creditors, or a petition under any bankruptcy act or similar statute is filed by or against the Authority or the Berth Owner and not vacated within thirty (30) days after it is filed.

Article 12 Notice

All notices, submittals or other communications required or permitted pursuant to this Agreement shall be delivered by hand or mailed by registered or certified mail, postage prepaid, or by a recognized commercial overnight delivery service with shipment prepaid and written evidence of delivery to the Parties to this Agreement at

the addresses set forth below or at such other addresses as shall be furnished from time to time in writing hereafter by one Party to the other Party. Such notices shall be effective upon receipt or refusal to receive said notice by the following individuals or their properly authorized representatives:

If to the Authority:	Maritime Department Massachusetts Port Authority One Harborside Drive, Suite 200 East Boston, MA 02128-2909 Attention: Port Director
With copies to:	Chief Legal Counsel and Senior Maritime Project Manager – Dredging at the same address
If to the Berth Owner:	Gulf Oil Limited Partnership 80 William Street, Suite 400 Wellesley Hills, MA 02481 Attention: Christopher E. Gill Director, Environmental, Safety and Occupational Health

A Party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Section. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven (7) days after it is mailed or in the case of overnight delivery, the next business day after timely placement with the delivery service.

Article 13 No Waiver of Conditions

No waiver shall be deemed to have been made by either Party unless expressed in writing and signed by the waiving Party. The failure of either Party to insist in any one or more instances upon strict performance of any of the terms or conditions of this Agreement, or to exercise any option or election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, conditions, option, or election, but the same shall continue and remain in full force and effect, and no waiver by any Party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

Article 14 Documents Incorporated by Reference

Attachment "A" entitled "Berth Owner's Property" is incorporated by reference in this Agreement.

Article 15 Disputes

15.1 In the event a dispute arises under or relates to this Agreement:

(a) Either Party shall notify the other in writing of a dispute under this provision, and the Parties shall diligently attempt to resolve the dispute within thirty (30) days of the notice, during which period neither Party may commence legal action to assert its rights against the other; and

(b) In the event the Parties do not resolve the dispute within the thirty (30) day period referenced above, either Party may institute legal action to pursue any right or remedy it may have against the other Party. Such action shall be instituted exclusively in the State or Federal Courts of the Commonwealth of Massachusetts. Any such legal action must be commenced within the statute of limitations period provided for under Massachusetts law.

15.2 Pending the resolution of any dispute, both parties shall proceed diligently with their respective obligations under this Agreement.

15.3 The rights and obligations of this Article shall survive the completion or termination of this Agreement.

Article 16 Compliance with Law

Both Parties shall comply with all Federal, State, Municipal, and local laws, rules, executive orders, and regulations that are applicable to this Agreement.

Article 17 Applicable Law and Interpretation of Agreement

17.1. This Agreement shall be construed and interpreted according to the law of the Commonwealth of Massachusetts; provided, however, that the Parties may look to the Federal common law of Government contracts, as enunciated and applied by Federal judicial bodies, agency boards of contract appeals, and quasi-judicial agencies of the Federal government, where appropriate.

17.2. This Agreement constitutes the entire agreement between the Authority and the Berth Owner as to the subject matter of this Agreement and supersedes and rescinds all communications, oral or written, between the Authority and the Berth Owner in relation to the subject matter of this Agreement. No agreement, change, modification, or understanding varying or extending the terms or conditions of this

Agreement shall be binding, unless reduced to writing and properly executed by both Parties.

17.3. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. For purposes of the execution of this Agreement, the Parties agree that the signature of a party on a counterpart hereof transmitted by facsimile or electronic mail shall be binding with the same force and effect as if it were manually affixed to a hard copy original of this Agreement.

17.4. Should any Article, term, or condition of this Agreement be found to be illegal, invalid, or unenforceable, such finding shall not affect the legality, validity, or enforceability of any other Article, term, or condition of this Agreement. Furthermore, this Agreement shall be construed as though such illegal, invalid, or unenforceable Article, term, or condition had not been included herein.

17.5. Unless otherwise stated, all periods of days referred to in this Agreement shall be measured in calendar days.

17.6. The Article headings and subheadings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

17.7 This Agreement is for the benefit of the Authority and Berth Owner only and not for the benefit of any third party. Accordingly, no third party shall have the right to rely upon or enforce the provisions of this Agreement.

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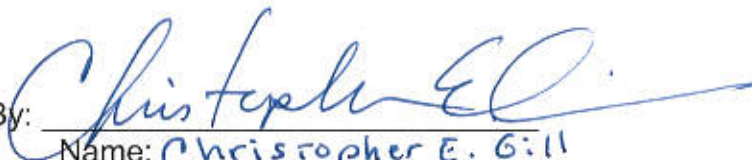
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**THE AUTHORITY:
MASSACHUSETTS PORT AUTHORITY**

By: _____
Michael A. Grieco
Assistant Secretary-Treasurer

Date: _____

**BERTH OWNER:
GULF OIL LIMITED PARTNERSHIP**

By: 
Name: Christopher E. Gill
Title: Director ES&H

Date: April 9, 2019

Attachment A

Berth Owner's Property

Gulf Oil Terminal's Berth that is the subject of this Agreement is situated on the Chelsea River at its oil and gas terminal facility located at 123 Eastern Avenue, Chelsea, Massachusetts, and is more particularly described in its CHAPTER 91 Permit # _____, and shown on the Plan attached hereto.

**AGREEMENT BETWEEN
MASSACHUSETTS PORT AUTHORITY
AND
GULF OIL LIMITED PARTNERSHIP
FOR DISPOSAL OF DREDGED MATERIALS INTO
CONFINED AQUATIC DISPOSAL ("CAD") CELL**

This Agreement is entered into as of this 9th day of April, 2019, by and between Gulf Oil Limited Partnership with a regular place of business at the marine terminal facility located at 123 Eastern Avenue, Chelsea, Massachusetts (the "Berth Owner"), and the Massachusetts Port Authority (the "Authority"), a body politic and corporate organized pursuant to Chapter 465 of the Acts of 1956, as amended, with its regular place of business at One Harborside Drive, Suite 200S, East Boston, Massachusetts 02128. The Authority and the Berth Owner may be referred to individually as the "Party" and collectively as the "Parties."

PREAMBLE

WHEREAS, the Boston Harbor Deep Draft Improvement Project ("BHDDIP") within Boston Harbor and the Port of Boston was congressionally authorized pursuant to the Water Resources Development Act of 1986 (P.L. 99-662), as amended by the Water Resources Development Act of 1990 (P.L. 101-640) and the Water Resources Reform Development Act of 2014 (P.L. 113-121) (hereinafter collectively referred to as the "Act"); and

WHEREAS, the Act requires both the U.S. Department of the Army's Assistant Secretary of the Army for Civil Works (the "United States") and the Authority to undertake certain responsibilities with respect to the BHDDIP; and

WHEREAS, the United States and the Authority have completed the Inner Harbor Maintenance Dredging Project ("Project") as part of the BHDDIP; and

WHEREAS, to implement the approved silt disposal plan, the United States has contracted with a Dredging Contractor (the "Contractor") to complete the dredging work for the BHDDIP and the Project; and

WHEREAS, the United States and the Authority have determined that the most economical and environmentally sound means of disposing of such dredged material is into a confined aquatic disposal ("CAD") cell; and, therefore, several CAD cells have been constructed or are being constructed in Boston Harbor; and

WHEREAS, Berth Owner owns a marine dock facility located on the Chelsea River (the "Berth") proximate to the Gulf Oil Fuel terminal identified in **Attachment A**, and Berth Owner serves as the sole operator of the Berth; and

WHEREAS, Berth Owner wishes to have its berth dredged and to have access to a CAD cell, designated by the Authority, for the disposal of the dredged spoils; and

WHEREAS, the Authority has designated the Main Shipping Channel CAD cell (the "CAD Cell") for the disposal of the Berth Owner's dredged spoils; and

WHEREAS, the Authority and Berth Owner have the legal authority and capability to perform as hereinafter set forth in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Berth Owner hereby agree as follows:

ARTICLES

Article 1 Relationship of the Parties

In the exercise of their respective rights and obligations under this Agreement, the Authority and the Berth Owner each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

Article 2 Obligations of the Parties

2.1. The Berth Owner's Obligations. Subject to the conditions herein, Berth Owner shall pay to the Authority Forty-Five and 00/100 Dollars (\$45.00) per cubic yard (the "Tipping fee") for the right to dispose of dredged spoils within the CAD Cell. Berth Owner estimates that it will dispose of between 2,000 cubic yards and 3,500 cubic yards of dredged spoils into the CAD Cell for an estimated Tipping fee, based on 2,750 cubic yards, of One Hundred Twenty-Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$123,750.00). One half of the estimated Tipping fee shall be paid within thirty (30) days of execution of this Agreement. The balance of the Tipping fee, based on the actual volume of the dredged spoils placed within the CAD Cell (which volume may be less than or in excess of the above estimate Tipping fee), shall be paid within thirty (30) days of completion of disposal of the dredged spoils within the CAD Cell. Such dredged spoils will be the result of dredging activity conducted at Berth Owner's facility identified in **Attachment A** as authorized by the Permits (as such term is defined in Section 5.1).

2.2. The Authority's Obligations. Subject to the conditions herein and applicable Permits and approvals, as consideration for Berth Owner's obligations in this Agreement, the Authority shall provide all the capacity necessary for the disposal of dredged spoils from Berth Owner's facility within the CAD Cell, provided the

quantity of dredged spoils to be deposited shall not exceed 8,000 cubic yards without the Authority's prior consent.

The Authority shall communicate with the U.S. Army Corps of Engineers and monitor the progress being made with regard to dredging in Boston Harbor as part of BHDDIP. Based on those communications and monitoring, the Authority shall notify the Berth Owner in a timely manner of any material changes that would affect the CAD Cell's current ability to accept the dredged material from Berth Owner's berth.

Once the dredging of Berth Owner's Berth begins, the Authority shall use diligent efforts (i) not to disrupt the dredging, and (ii) upon request by Berth Owner, to ask others not to do so.

Article 3 Payments

Berth Owner shall pay the Tipping fee in accordance with Article 2 of this Agreement.

Article 4 Description and Quantity of Dredged Material

Within thirty (30) days of execution of this Agreement, Berth Owner shall provide the Authority with a general description of the proposed dredging work to be undertaken, schedule of work by its contractor and calculated volumes, drawings and the characteristics and profile of the soils samples submitted to MassDEP pursuant to combined chapter 91 waterways permit and 401 water quality certification for dredging in connection with its Permits.

Article 5 Berth Project Permitting

5.1 **Permit Applications.** The Berth Owner shall prepare and submit all necessary federal, state and local permit applications for the dredging at its facility and disposal of the dredged spoils within the CAD Cell, including any appropriate amendments (the "Permits"). Berth Owner shall comply with the Permits in undertaking the work described therein. Berth Owner shall not have any responsibility to obtain any other permits associated with the BHDDIP, the Project, or the construction and operation of the CAD Cell.

5.2 **Compliance.** Berth Owner agrees to comply with all terms and conditions set forth in the federal, state, and local permits for the BHDDIP, the Project, and the construction and operation of the CAD Cell that are the responsibility of the Authority or U.S. Army Corps of Engineers to obtain and that are applicable to Berth Owner's dredging and disposal activities described in its Permits.

5.3 **Assistance with Permits.** The Authority agrees to work with Berth Owner, and, if necessary, to help Berth Owner obtain the Permits.

Article 6 Berth Dredging

6.1. **Berth Dredging.** Berth Owner agrees to conduct all such dredging activities in compliance with all applicable federal, state, and local statutes, regulations, Permits, interagency agreements, and mitigation requirements.

6.2. **Post-Dredging Notification.** Following completion of the dredging at Berth Owner's facility, Berth Owner shall notify the Authority of the quantity of the dredged spoils to be disposed of within the CAD Cell within thirty (30) days of completion.

6.3 **Dredging Disposal Survey.** Simultaneous with its submittal to the U.S. Army Corps of Engineers of the respective pre-disposal and post-disposal survey of the CAD Cell or upon written request by the Authority, Berth Owner shall provide the Authority with a copy of the same.

Article 7 Termination and Excuse of Performance

7.1. **Termination for Default.** This Agreement may be terminated for default by either Party if the other Party defaults on a material obligation of this Agreement and such default continues beyond the Party's cure period. The cure period shall be thirty (30) days following receipt of written notice of the breach from the non-breaching Party to the breaching Party. If the breach has not been cured during the cure period, termination may be initiated, no later than seven (7) days after the expiration of the cure period, by written notice given by the non-breaching Party to the breaching Party.

7.2. Tipping Fee.

(a) Upon termination by the Authority for Berth Owner's default, the Authority shall be entitled to retain any Tipping fee paid by the Berth Owner. In addition, the Authority shall be entitled to all other legal and equitable remedies for such default.

(b) Upon termination by the Berth Owner for the Authority's default, within forty-five (45) days of termination, the Authority must within sixty (60) days return any portion of the Tipping fee paid by Berth Owner that exceeds the charge for depositing the amount of dredged material actually deposited in the CAD Cell. In addition, Berth Owner shall be entitled to all other legal and equitable remedies for such default.

7.3 **Lack of Permits.** In the event Berth Owner has not obtained all necessary permits for dredging at its facility, including, without limitation, all necessary Permit and amendments thereto as necessary, within a reasonable time prior to the date the CAD Cell is scheduled to be capped, either Party shall have the right to terminate the Agreement for convenience. In such a case, the Authority will refund

the Berth Owner Tipping fee within forty-five (45) days and all other obligations of the Parties hereunder (with the exception of Articles 8-10, 12-13, and 15-17) shall be deemed null and void with no further effect and without recourse to the Parties hereto.

7.4 Excuse of Performance. Neither Party to this Agreement shall be liable or be in default for any delay or failure in performance under this Agreement resulting directly or indirectly from Acts of God; acts of civil or military authority; fires; floods; unusually severe weather; explosions; earthquakes; delays in transportation; or any similar or dissimilar cause beyond its reasonable control, except performance will not be excused due to inability to pay the monies owed under this contract.

Article 8 Limitation of Liability and Indemnity

8.1 Indemnity. Each Party shall indemnify, defend, and hold harmless the other Party and its affiliates and their respective officers, partners, directors, employees, agents, successors, and assigns, from any and all losses, damages, costs, liabilities, and expenses, including attorneys' fees (collectively "Losses"), arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from the Party's (or any of the Party's employees', agents', or representatives') actions in connection with the following:

(a) the death or bodily injury of any person, and the damage, loss, or destruction of any real or tangible personal property, either of which is caused by the intentional misconduct, negligence, fraudulent, or other tortious conduct of the Party (or any of its employees, agents, or representatives);

(b) breach of the provisions herein;

(c) material violation of any law or regulation; and

(d) any action taken by or on behalf of a Party in the performance of this Agreement that causes the other Party to be obligated to indemnify, defend, and/or hold harmless the United States and/or the Contractor and/or its officers, directors, employees, agents, successors and assigns.

8.2. Liability of Officers, Directors, and Other Employees. No officer, director, member, agent, board member, or employee of either the Authority or the Berth Owner shall be charged personally with any liability, or held liable under the terms of provisions of this Agreement, or because of its execution or attempted execution, or because of any breach or attempted breach or alleged breach thereof.

8.3. Waiver of Certain Damages. Both Parties affirmatively waive, and neither Party shall ever be liable to the other, for any indirect, incidental, special, consequential or exemplary damages, including lost profits.

Article 9 Confidentiality

9.1 The Parties agree that, in the course of performance of the Agreement, it may be necessary and desirable for them to exchange confidential information. Berth Owner requests that the Authority keep confidential any information submitted by Berth Owner that is identified as "confidential" pursuant to this Agreement. Such information is proprietary business information, the release of which could adversely affect Berth Owner's financial or competitive position. Accordingly, Berth Owner requests that such information be withheld in the event of a demand for disclosure except when required in the context of a litigation proceeding or by the Massachusetts Public Records Law. In the event of such a demand for disclosure, Berth Owner requests that the Authority provide Berth Owner with prompt notice and opportunity to be heard prior to taking any action to disclose. Berth Owner shall respond to such notification in a prompt and timely manner.

9.2. The obligations of this Article shall survive completion of the Agreement.

Article 10 Assignments and Delegations

Neither this Agreement nor any interest herein may be assigned, in whole or in part, by either Party hereto without the prior written consent of the other Party, except that without securing such prior consent, either Party hereto shall have the right to assign this Agreement to any legal successor of such Party including by way of merger or consolidation, and in the case of Berth Owner, any acquirer, directly or indirectly, of substantially all of its terminal business or assets located on the Chelsea or Mystic Rivers. Berth Owner shall notify the Authority of the assignment of this agreement due to a merger, consolidation or acquisition within forty-five (45) days of such assignment. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

Article 11 Bankruptcy

In addition to the rights set forth in the "Termination" clauses in this Agreement, Berth Owner or the Authority may terminate this Agreement for default, in whole or in part, by written notice if either the Authority or Berth Owner becomes insolvent or makes a general assignment for the benefit of creditors, or a petition under any bankruptcy act or similar statute is filed by or against the Authority or the Berth Owner and not vacated within thirty (30) days after it is filed.

Article 12 Notice

All notices, submittals or other communications required or permitted pursuant to this Agreement shall be delivered by hand or mailed by registered or certified mail, postage prepaid, or by a recognized commercial overnight delivery service with shipment prepaid and written evidence of delivery to the Parties to this Agreement at

the addresses set forth below or at such other addresses as shall be furnished from time to time in writing hereafter by one Party to the other Party. Such notices shall be effective upon receipt or refusal to receive said notice by the following individuals or their properly authorized representatives:

If to the Authority:	Maritime Department Massachusetts Port Authority One Harborside Drive, Suite 200 East Boston, MA 02128-2909 Attention: Port Director
With copies to:	Chief Legal Counsel and Senior Maritime Project Manager – Dredging at the same address
If to the Berth Owner:	Gulf Oil Limited Partnership 80 William Street, Suite 400 Wellesley Hills, MA 02481 Attention: Christopher E. Gill Director, Environmental, Safety and Occupational Health

A Party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Section. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven (7) days after it is mailed or in the case of overnight delivery, the next business day after timely placement with the delivery service.

Article 13 No Waiver of Conditions

No waiver shall be deemed to have been made by either Party unless expressed in writing and signed by the waiving Party. The failure of either Party to insist in any one or more instances upon strict performance of any of the terms or conditions of this Agreement, or to exercise any option or election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, conditions, option, or election, but the same shall continue and remain in full force and effect, and no waiver by any Party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

Article 14 Documents Incorporated by Reference

Attachment "A" entitled "Berth Owner's Property" is incorporated by reference in this Agreement.

Article 15 Disputes

15.1 In the event a dispute arises under or relates to this Agreement:

(a) Either Party shall notify the other in writing of a dispute under this provision, and the Parties shall diligently attempt to resolve the dispute within thirty (30) days of the notice, during which period neither Party may commence legal action to assert its rights against the other; and

(b) In the event the Parties do not resolve the dispute within the thirty (30) day period referenced above, either Party may institute legal action to pursue any right or remedy it may have against the other Party. Such action shall be instituted exclusively in the State or Federal Courts of the Commonwealth of Massachusetts. Any such legal action must be commenced within the statute of limitations period provided for under Massachusetts law.

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15.3 The rights and obligations of this Article shall survive the completion or termination of this Agreement.

Article 16 Compliance with Law

Both Parties shall comply with all Federal, State, Municipal, and local laws, rules, executive orders, and regulations that are applicable to this Agreement.

Article 17 Applicable Law and Interpretation of Agreement

17.1. This Agreement shall be construed and interpreted according to the law of the Commonwealth of Massachusetts; provided, however, that the Parties may look to the Federal common law of Government contracts, as enunciated and applied by Federal judicial bodies, agency boards of contract appeals, and quasi-judicial agencies of the Federal government, where appropriate.

17.2. This Agreement constitutes the entire agreement between the Authority and the Berth Owner as to the subject matter of this Agreement and supersedes and rescinds all communications, oral or written, between the Authority and the Berth Owner in relation to the subject matter of this Agreement. No agreement, change, modification, or understanding varying or extending the terms or conditions of this

Agreement shall be binding, unless reduced to writing and properly executed by both Parties.

17.3. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. For purposes of the execution of this Agreement, the Parties agree that the signature of a party on a counterpart hereof transmitted by facsimile or electronic mail shall be binding with the same force and effect as if it were manually affixed to a hard copy original of this Agreement.

17.4. Should any Article, term, or condition of this Agreement be found to be illegal, invalid, or unenforceable, such finding shall not affect the legality, validity, or enforceability of any other Article, term, or condition of this Agreement. Furthermore, this Agreement shall be construed as though such illegal, invalid, or unenforceable Article, term, or condition had not been included herein.

17.5. Unless otherwise stated, all periods of days referred to in this Agreement shall be measured in calendar days.

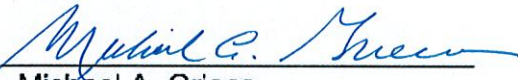
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17.7 This Agreement is for the benefit of the Authority and Berth Owner only and not for the benefit of any third party. Accordingly, no third party shall have the right to rely upon or enforce the provisions of this Agreement.

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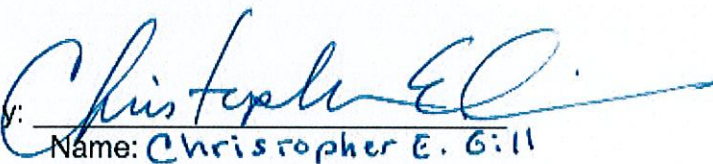
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**THE AUTHORITY:
MASSACHUSETTS PORT AUTHORITY**

By: 
Michael A. Grieco
Assistant Secretary-Treasurer

Date: 4/30/19

**BERTH OWNER:
GULF OIL LIMITED PARTNERSHIP**

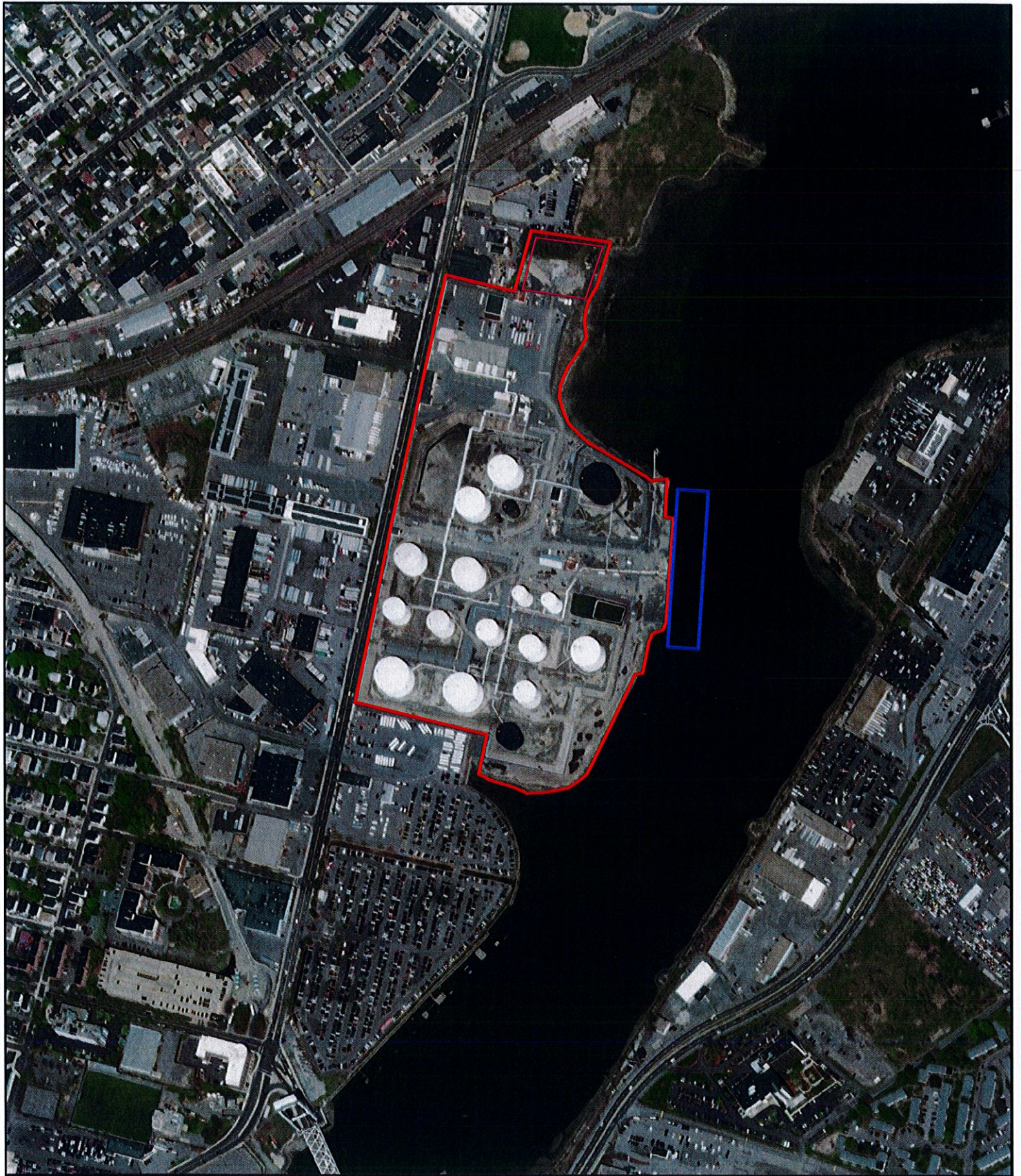
By: 
Name: Christopher E. Gill
Title: Director ES&H

Date: April 9, 2019

Attachment A

Berth Owner's Property

Gulf Oil Terminal's Berth that is the subject of this Agreement is situated on the Chelsea River at its oil and gas terminal facility located at 123 Eastern Avenue, Chelsea, Massachusetts, and is more particularly described in its CHAPTER 91 Permit Application #X282016, and shown on the Plans attached hereto.



Legend

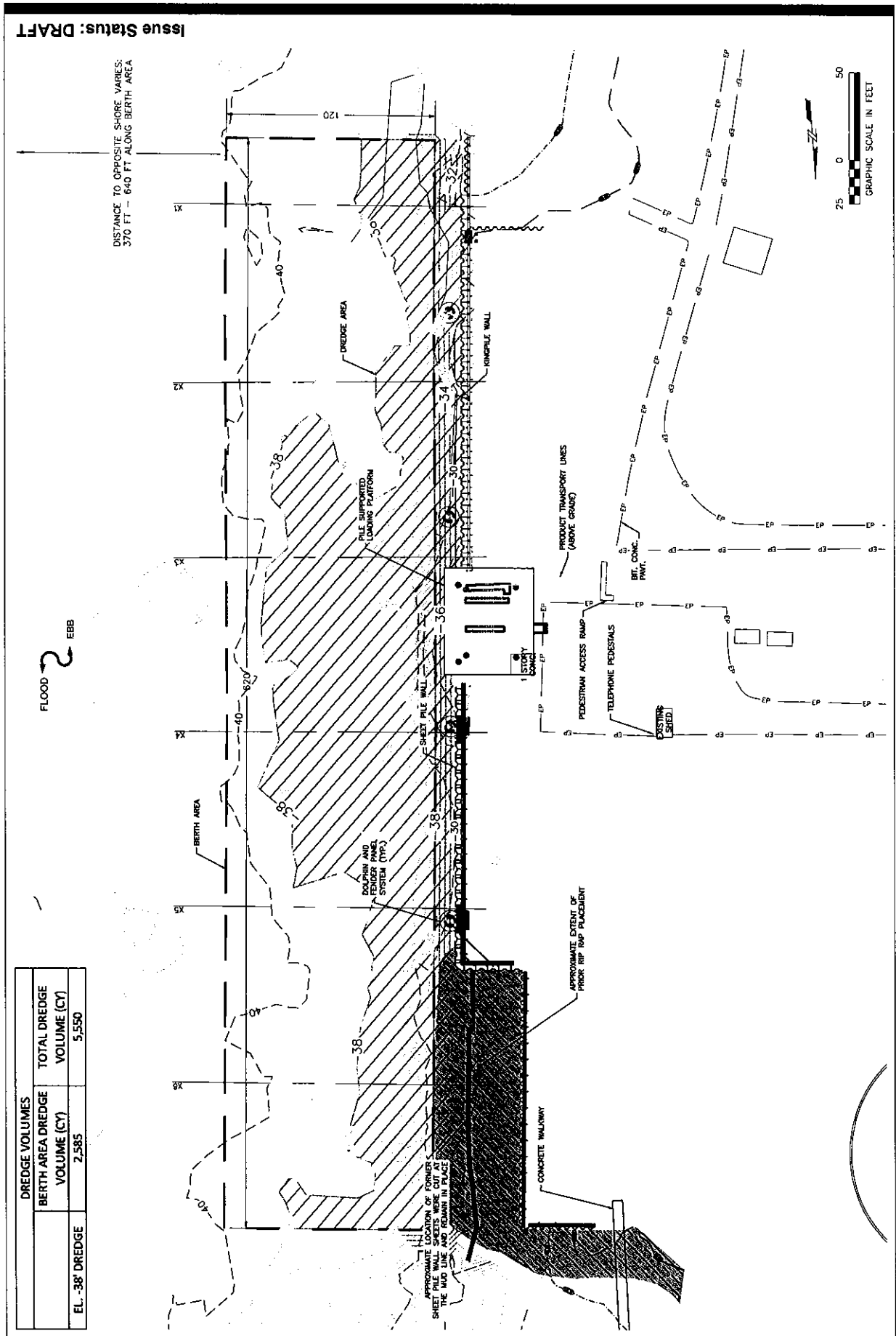
- Dredge Area
- Site
- Staging and Stockpile Area



Figure 2
Aerial Photo
Gulf Oil L.P. Terminal
Eastern Ave, Chelsea, MA

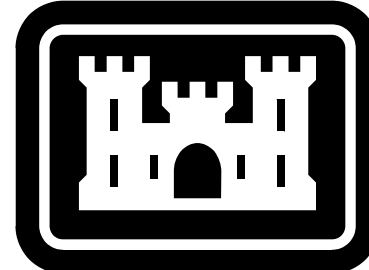
SCALE	DATE	PROJECT NO.
1 inch = 500 feet	12/4/2018	60539774

Issue Status: DRAFT



DREDGE VOLUMES	
BERTH AREA DREDGE VOLUME (CY)	2,585
TOTAL DREDGE VOLUME (CY)	5,550
EL. -38' DREDGE	

DISTANCE TO OPPOSITE SHORE VARIES:
 370 FT - 640 FT ALONG BERTH AREA

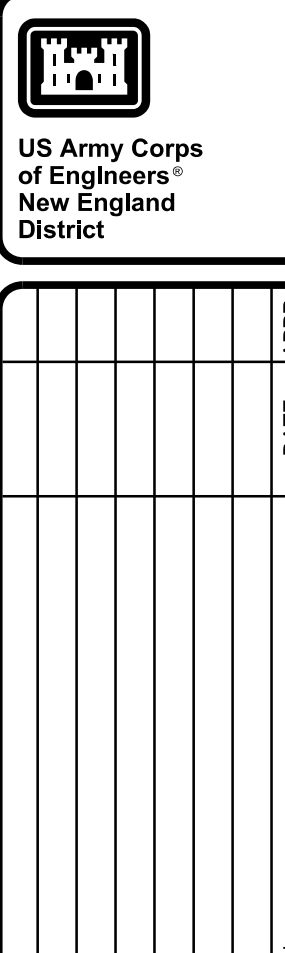
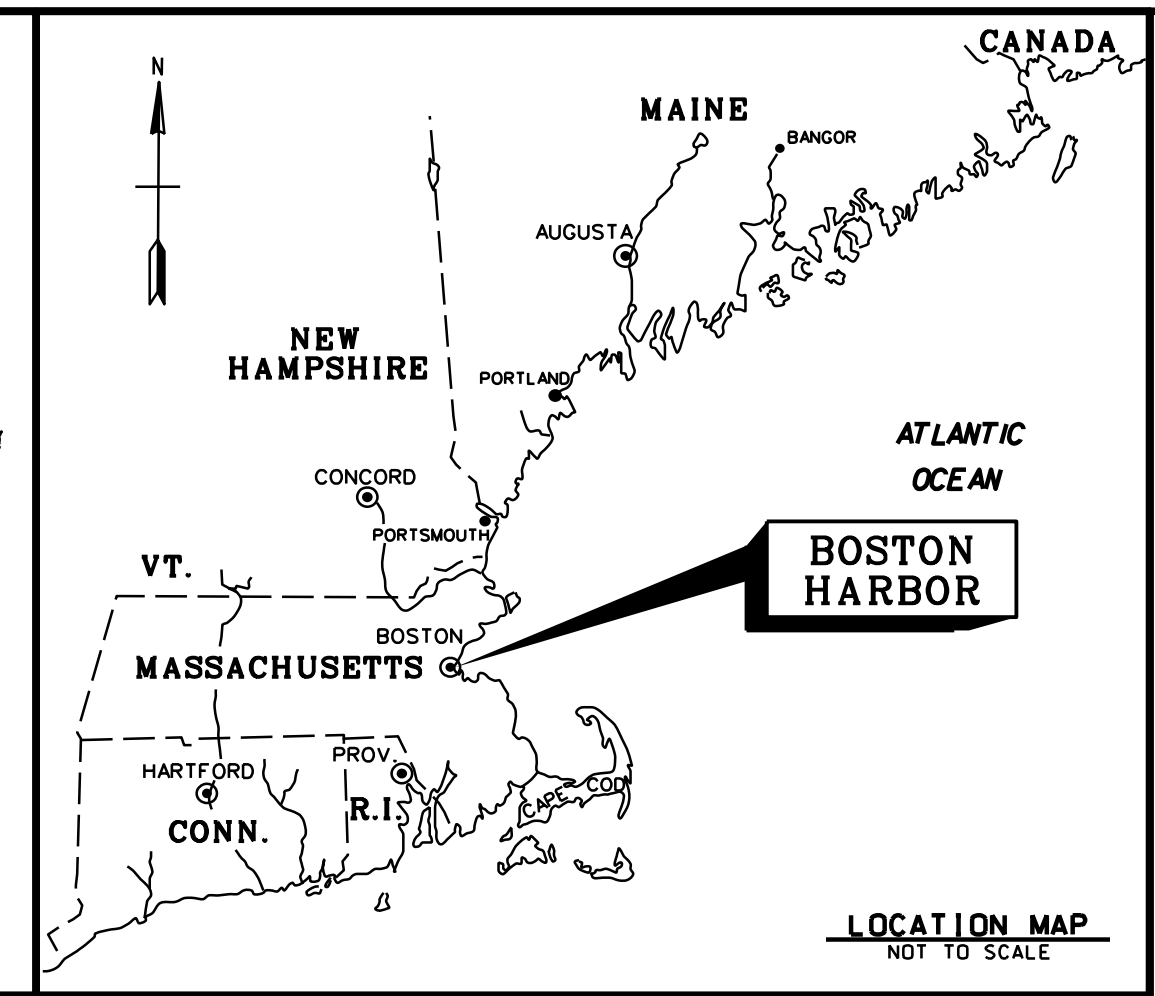
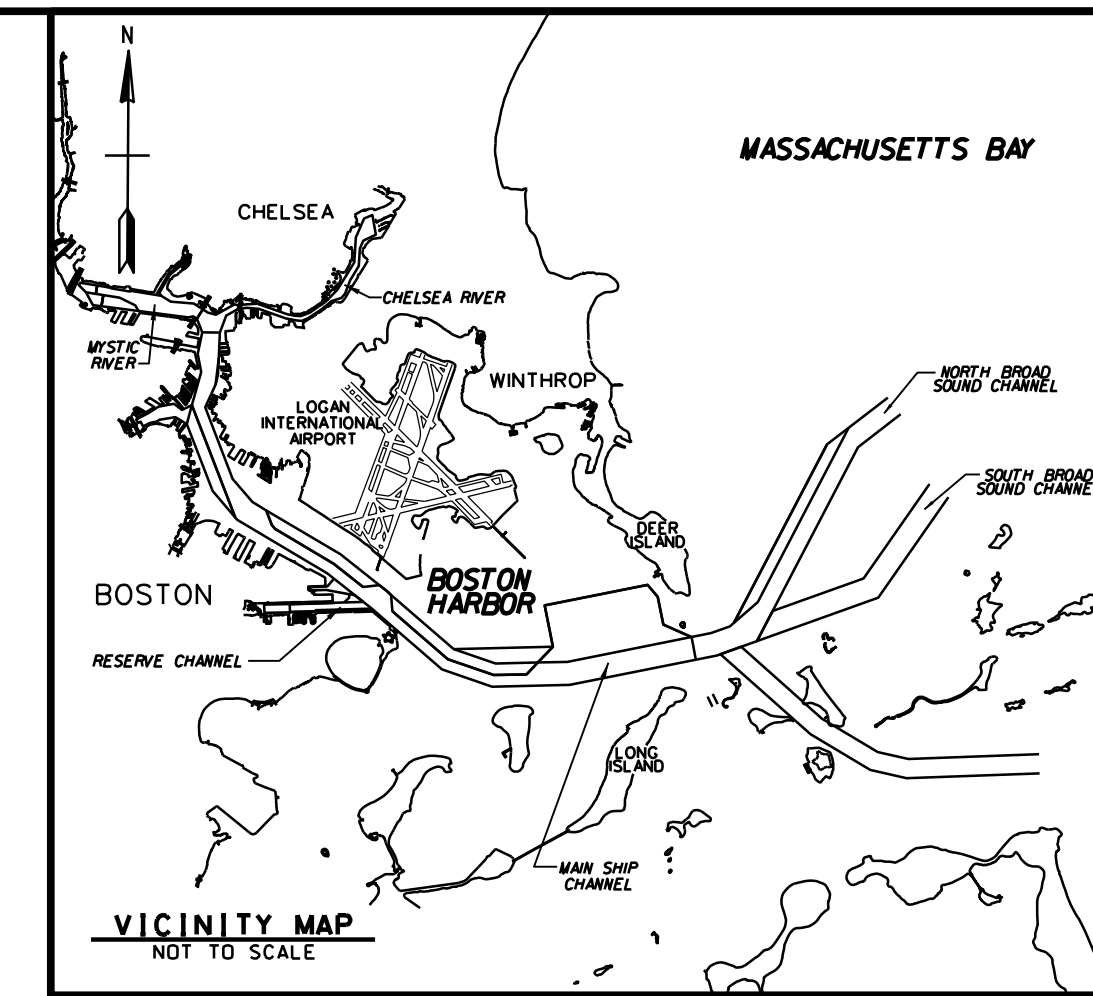


US Army Corps
of Engineers®
New England
District

MAINTENANCE DREDGING BOSTON INNER HARBOR

**40-FOOT MAIN SHIP CHANNEL,
40-FOOT INNER CONFLUENCE AND 35-FOOT CHANNEL**

SOLICITATION #: W912WJ-16-B-0018



DATE	APPR. MARK	DESCRIPTION

INDEX TO DRAWINGS			
SHEET NO.	DESIGN FILE	SHEET TITLE	
1	G-001	BOS-1918_G-001.dgn	COVER SHEET, INDEX, LOCATION AND VICINITY MAPS
2	G-002	BOS-1918_G-002.dgn	GENERAL PLAN, GENERAL NOTES, CHANNEL COORDINATES, INDEX TO NAVIGATION AIDS, LEGEND AND DISPOSAL SITE PLAN
3	C-101	BOS-1918_C-101.dgn	BOSTON HARBOR 40-FOOT MAIN SHIP CHANNEL PLAN STA. 210+00 TO 285+50 AND SHEET KEY PLAN
4	C-102	BOS-1918_C-102.dgn	BOSTON HARBOR 40-FOOT MAIN SHIP CHANNEL PLAN STA. 285+50 TO 316+00 AND SHEET KEY PLAN
5	C-103	BOS-1918_C-103.dgn	BOSTON HARBOR 40-FOOT MAIN SHIP CHANNEL PLAN STA. 316+00 TO 364+29, 35-FOOT CHANNEL AND SHEET KEY PLAN
6	C-104	BOS-1918_C-104.dgn	40-FOOT INNER CONFLUENCE PLAN AND SHEET KEY PLAN
7	C-105	BOS-1918_C-105.dgn	MAIN SHIP CHANNEL CAD CELL AND SHEET KEY PLAN
8	C-301	BOS-1918_C-301.dgn	CROSS SECTIONS
9	C-302	BOS-1918_C-302.dgn	MAIN SHIP CHANNEL CAD CELL CROSS SECTIONS

U.S. ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
CONCORD, MASSACHUSETTS

DATE: AUGUST 2016
SOLICITATION NO.: W912WJ-16-B-0018
CONTRACT NO.:
DESIGNED BY: CORAL BELICHO
DRAWN BY: CHAD BYE
SUBMITTED BY: MATT TESTER, SR.
PLOT SCALE: 1"=400'
FILE NAME: BOS-1918_G-001.dgn
SIZE: ANSIF

DRAWING CODE: W-15-016

MAINTENANCE DREDGING
BOSTON INNER HARBOR
BOSTON, MASSACHUSETTS

COVER SHEET, INDEX, LOCATION AND VICINITY MAPS

SIGNATURES AFFIXED BELOW INDICATE OFFICIAL RECOMMENDATION AND APPROVAL OF ALL DRAWINGS IN THIS SET AS INDEXED ON THIS SHEET

APPROVED FOR TECHNICAL ADEQUACY BY:
 DATE: 7/27/2016
 TECHNICAL LEAD ENGINEER

REVIEWED BY:
 DATE: 8/1/2016
 CHIEF, SURVEY SECTION

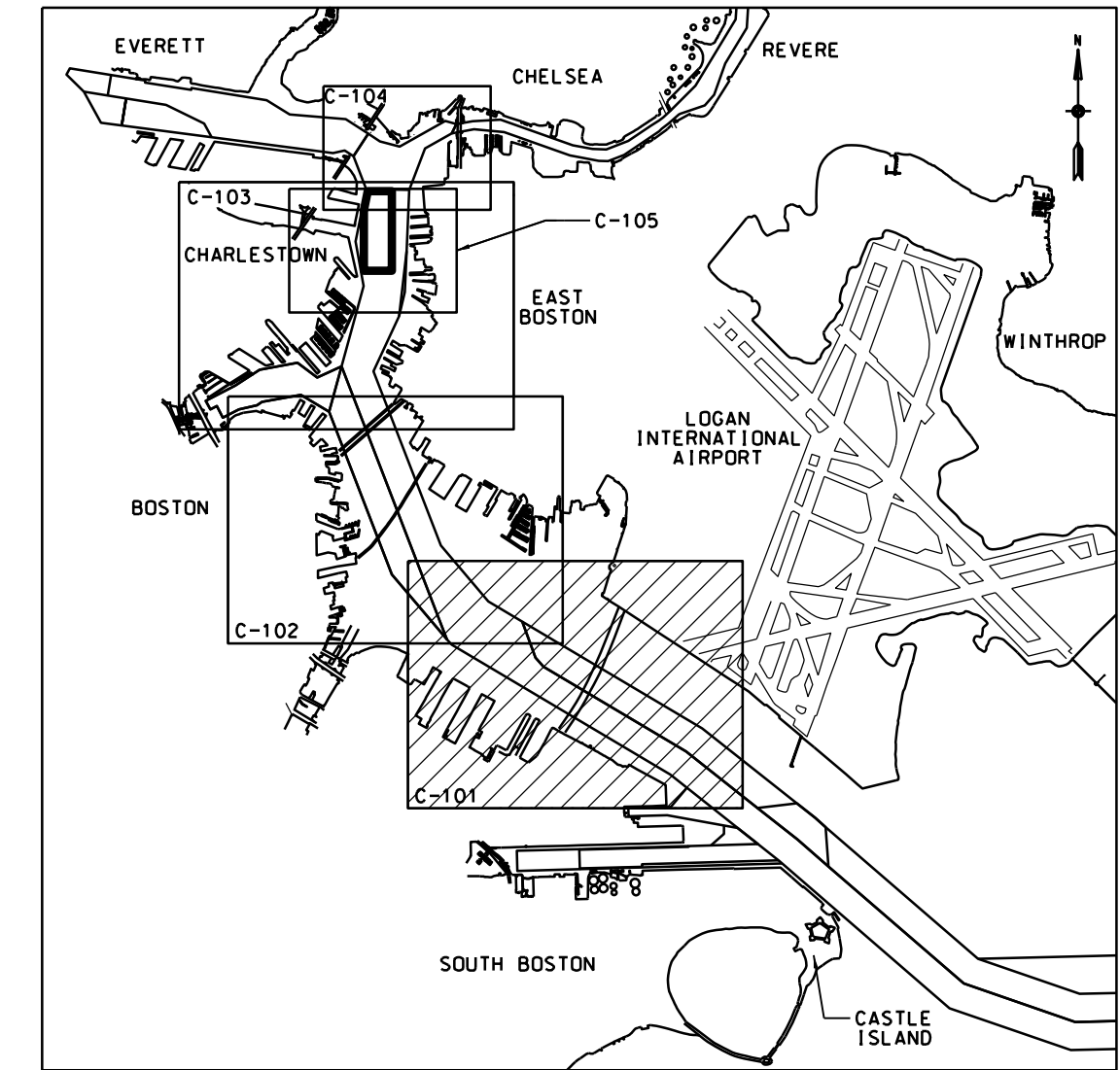
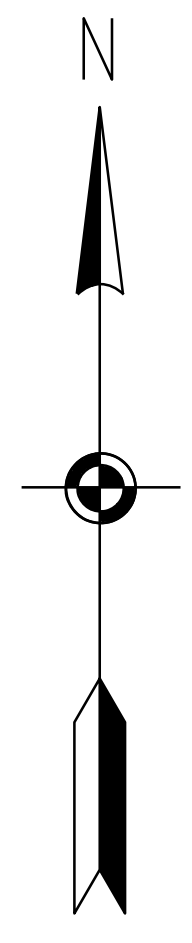
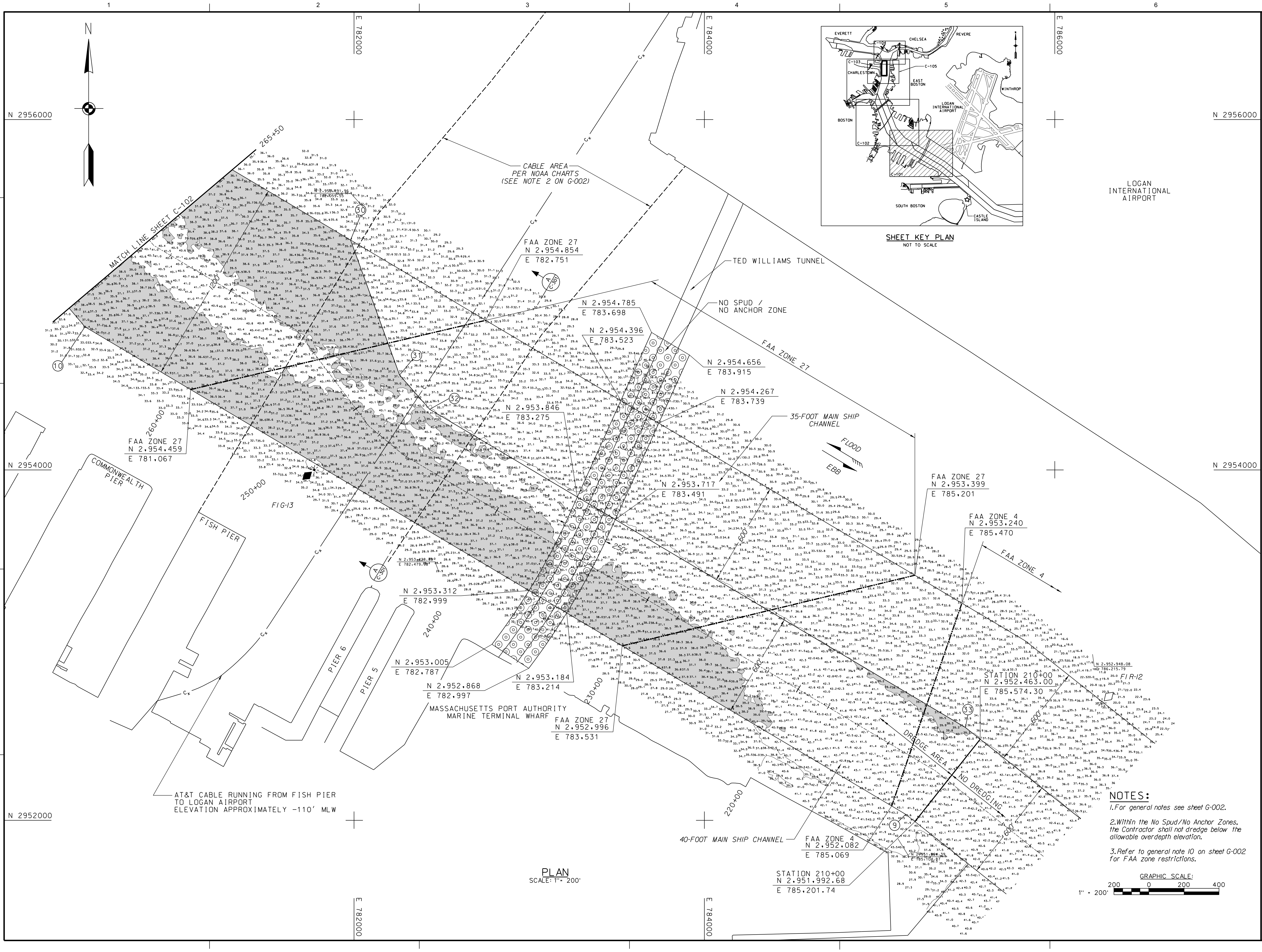
REVIEWED BY: n/a
 CHIEF, GEOTECHNICAL/WATER RESOURCES BRANCH

REVIEWED BY: n/a
 CHIEF, GEO-ENVIRONMENTAL/DEPUTY CHIEF, ENGINEERING/PLANNING DIV

APPROVAL RECOMMENDED BY:
 DATE: 7/27/2016
 CHIEF, DESIGN BRANCH

APPROVED BY:
 DATE: 8/4/2016
 CHIEF, ENGINEERING PLANNING DIVISION

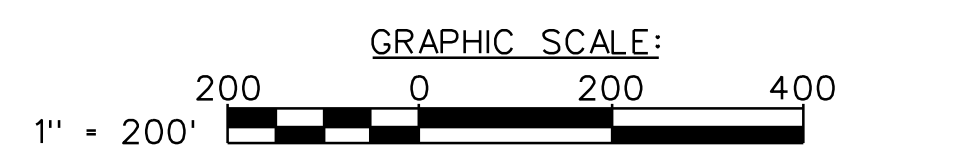
This project was designed by the U.S. Army Corps of Engineers. The initials or signatures and registration designations of individuals appear on these project documents, within the scope of their employment as required by ER 1110-1-8152.



LOGAN INTERNATIONAL AIRPORT

SHEET KEY PLAN
NOT TO SCALE

- NOTES:**
1. For general notes see sheet G-002.
 2. Within the No Spud/No Anchor Zones, the Contractor shall not dredge below the allowable overdepth elevation.
 3. Refer to general note 10 on sheet G-002 for FAA zone restrictions.

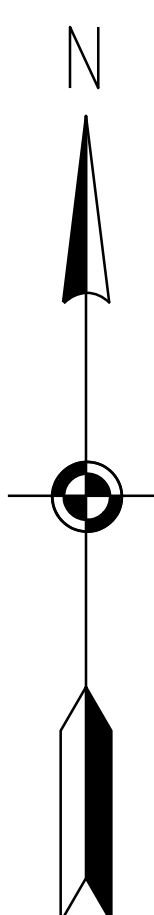


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SCALE: 1" = 200'

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E 785,201.74

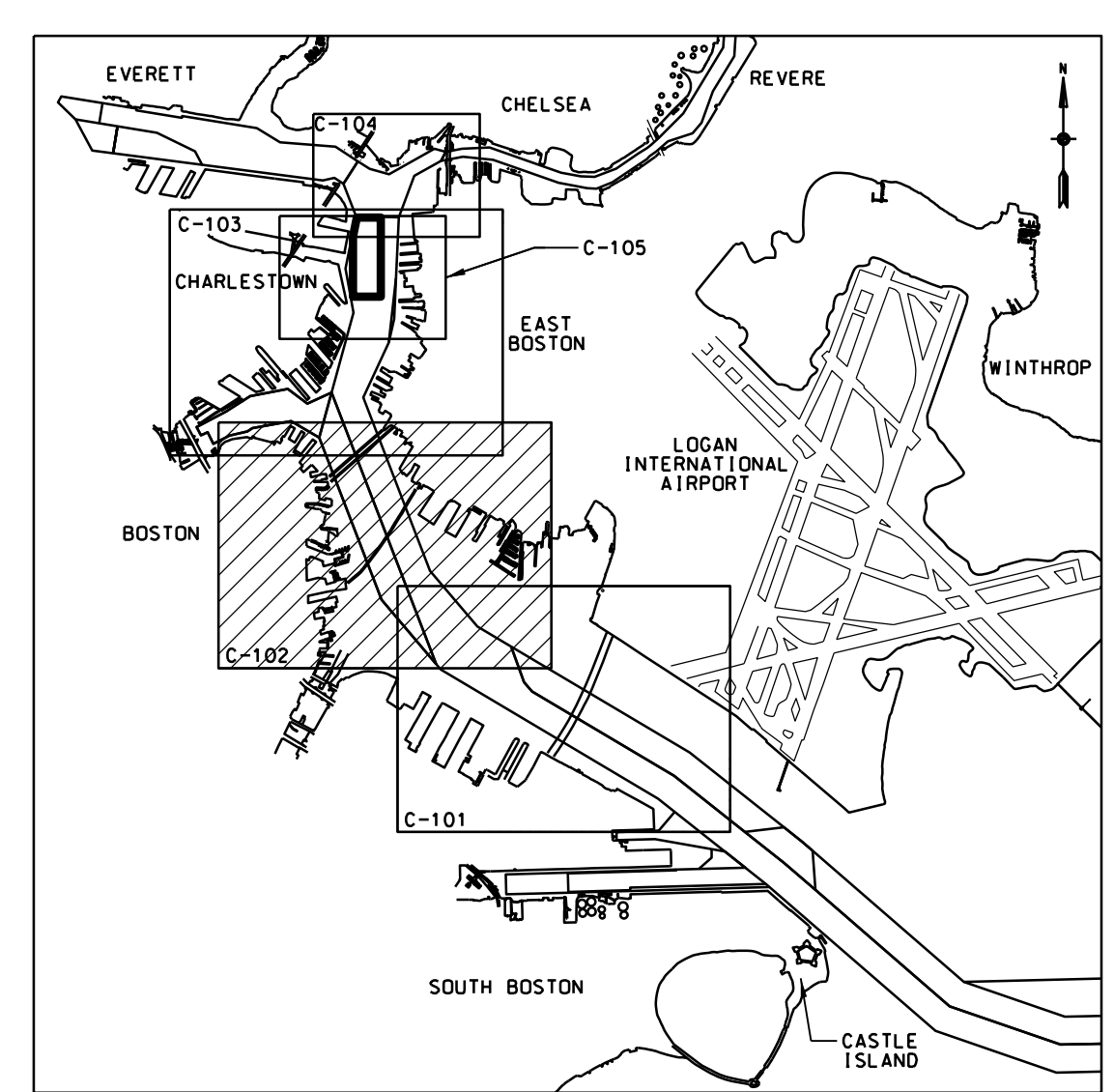
STATION 210+00
N 2,952,463.00
E 785,574.30

 US Army Corps of Engineers New England District	DATE: AUGUST 2018	DESIGNED BY: CORAL BILGIC	DESIGNED BY: CORAL BILGIC	DATE: APRR
	CONTRACT NO.:	CONTRACT NO.:	CONTRACT NO.:	DATE: APRR
MAINTENANCE OPERATIONS BOSTON HARBOR BOSTON, MASSACHUSETTS	DRAWING NO.:	CONTRACT NO.:	CONTRACT NO.:	DATE: APRR
	CONTRACT NO.:	CONTRACT NO.:	CONTRACT NO.:	DATE: APRR
BOSTON HARBOR 40-FOOT MAIN SHIP CHANNEL PLAN STA. 210+00 TO 265+50 AND SHEET KEY PLAN	DRAWING CODE:	CONTRACT NO.:	CONTRACT NO.:	DATE: APRR
	CONTRACT NO.:	CONTRACT NO.:	CONTRACT NO.:	DATE: APRR
SHEET IDENTIFICATION C-101 SHEET 3 OF 9	FILE NAME:	CONTRACT NO.:	CONTRACT NO.:	DATE: APRR
	CONTRACT NO.:	CONTRACT NO.:	CONTRACT NO.:	DATE: APRR



EAST
BOSTON

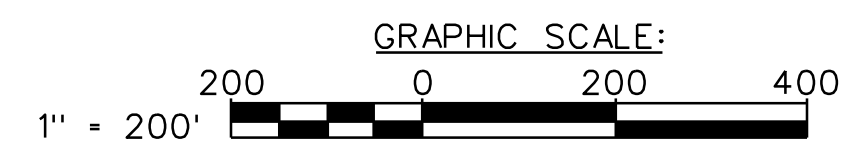
BOSTON



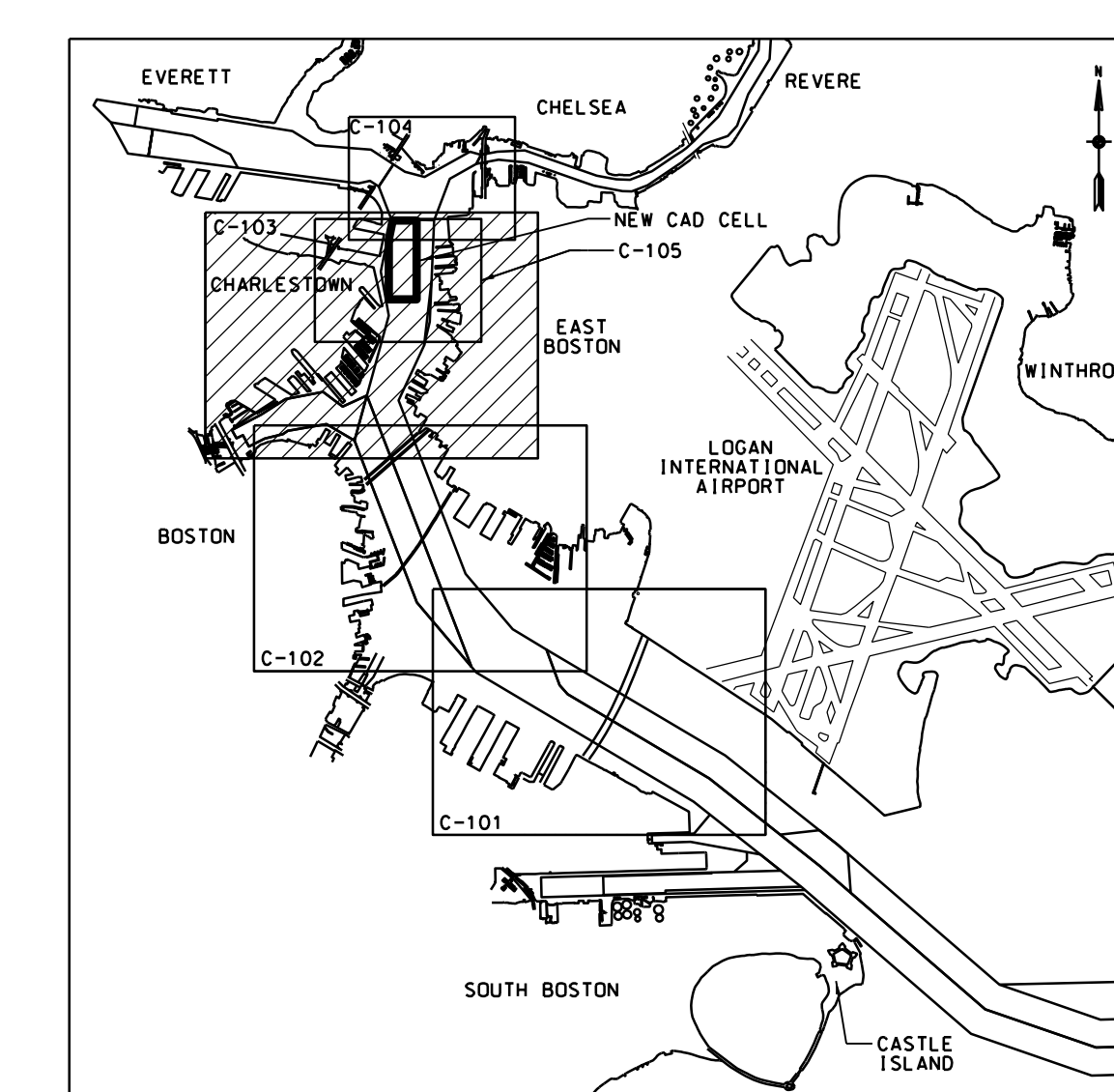
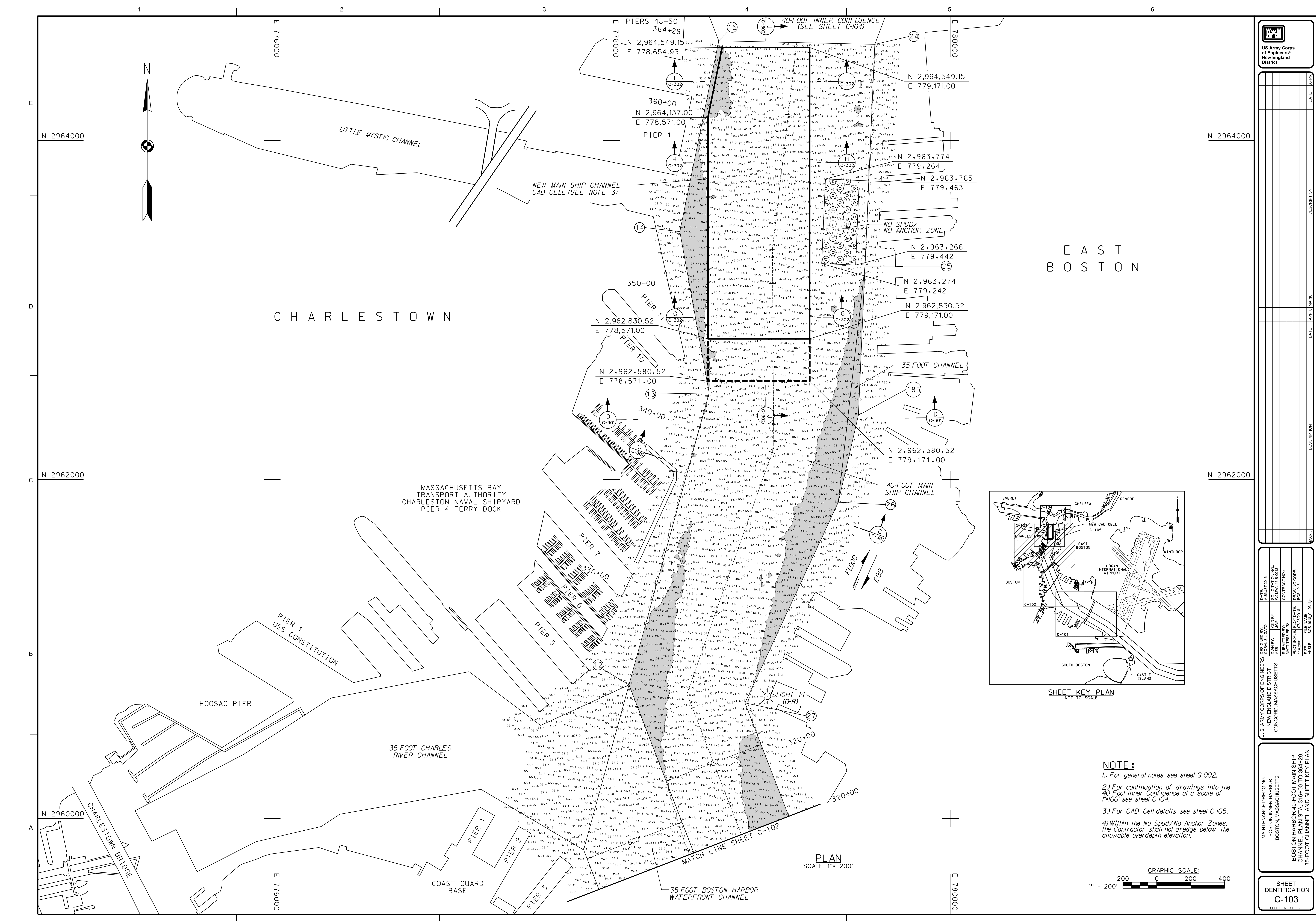
SHEET KEY PLAN
NOT TO SCALE

PLAN
SCALE: 1" = 200'

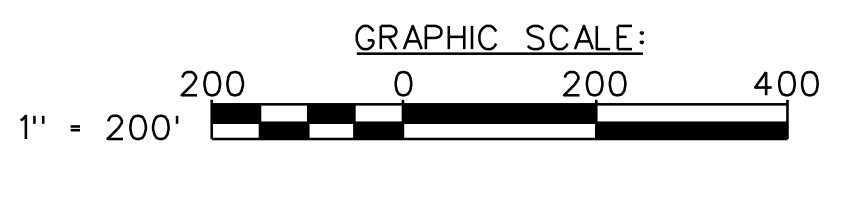
NOTES:
1. For general notes see sheet G-002.
2. Within the No Spud/No Anchor Zones, the Contractor shall not dredge below the allowable overdepth elevation.



MAINTENANCE DREDGING BOSTON HARBOR BOSTON, MASSACHUSETTS	DATE: AUGUST 2016 DESIGNED BY: CORAL BELGATO DRAWN BY: [blank] SUBMITTED BY: MATT TESSIER SR. PLOT SCALE: 1" = 200' FILE NAME: B05-4918-C-102.dwg ANSIF
U.S. ARMY CORPS OF ENGINEERS NEW ENGLAND DISTRICT CONCORD, MASSACHUSETTS	SOLICITATION NO.: [blank] CONTRACT NO.: [blank] DRAWING CODE: [blank] SIZE: [blank]
BOSTON HARBOR 40-FOOT MAIN SHIP CHANNEL PLAN STA. 265+00 TO 316+00 AND SHEET KEY PLAN	
SHEET IDENTIFICATION C-102 SHEET 4 OF 9	



NOTE:
 1) For general notes see sheet G-002.
 2) For continuation of drawings into the 40-Foot Inner Confluence at a scale of 1"=100' see sheet C-104.
 3) For CAD Cell details see sheet C-105.
 4) Within the No Spud/No Anchor Zones, the Contractor shall not dredge below the allowable overdepth elevation.



US Army Corps of Engineers
New England District

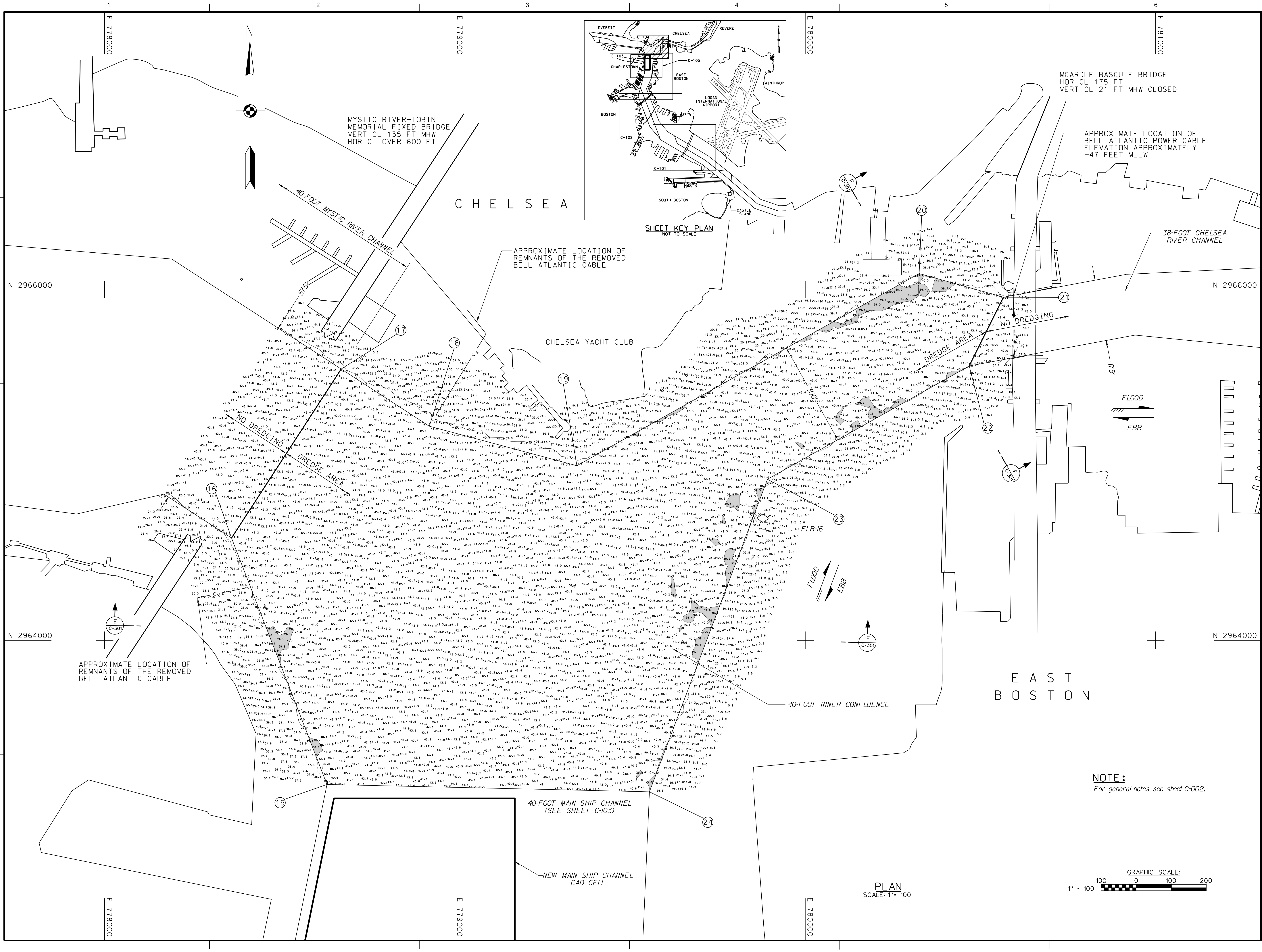
DATE	APPROVAL	DESCRIPTION

DESIGNED BY: CORAL BELGATO	CHECKED BY: MATT TESSIER SR.	DATE: AUGUST 2016
DRAWN BY: MATT TESSIER SR.	CONTRACT NO.:	ISSUANCE NO.:
PROJECT NO.:	CONTRACT NO.:	ISSUANCE NO.:
FILE NAME: BOS-819-C-103.dwg	CONTRACT NO.:	ISSUANCE NO.:

**MANTENANCE DREDGING
BOSTON HARBOR
BOSTON, MASSACHUSETTS**

**BOSTON HARBOR 40-FOOT MAIN SHIP CHANNEL PLAN STA. 3640 TO 3642+29
35-FOOT CHANNEL AND SHEET KEY PLAN**

**SHEET IDENTIFICATION
C-103**
SHEET 5 OF 9



**US Army Corps of Engineers
New England District**

DATE	DESCRIPTION	DATE	APPROVED

DATE: AUGUST 2018
 SOLICITATION NO.: 2018-01
 DRAWN BY: JAC/MLD
 SUBMITTED BY: MATT TERRES
 CONTRACT NO.: 2018-01
 DRAWING CODE: 2018-01
 PLOT SCALE: 1" = 100'
 FILE NAME: C-104.dwg
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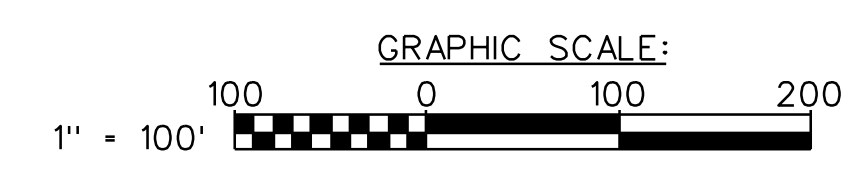
DESIGNED BY: LORNA BILGUTO
 NEW ENGLAND DISTRICT
 CONCORD, MASSACHUSETTS

MANTENANCE DREDGING
 BOSTON INNER CONFLUENCE
 BOSTON, MASSACHUSETTS

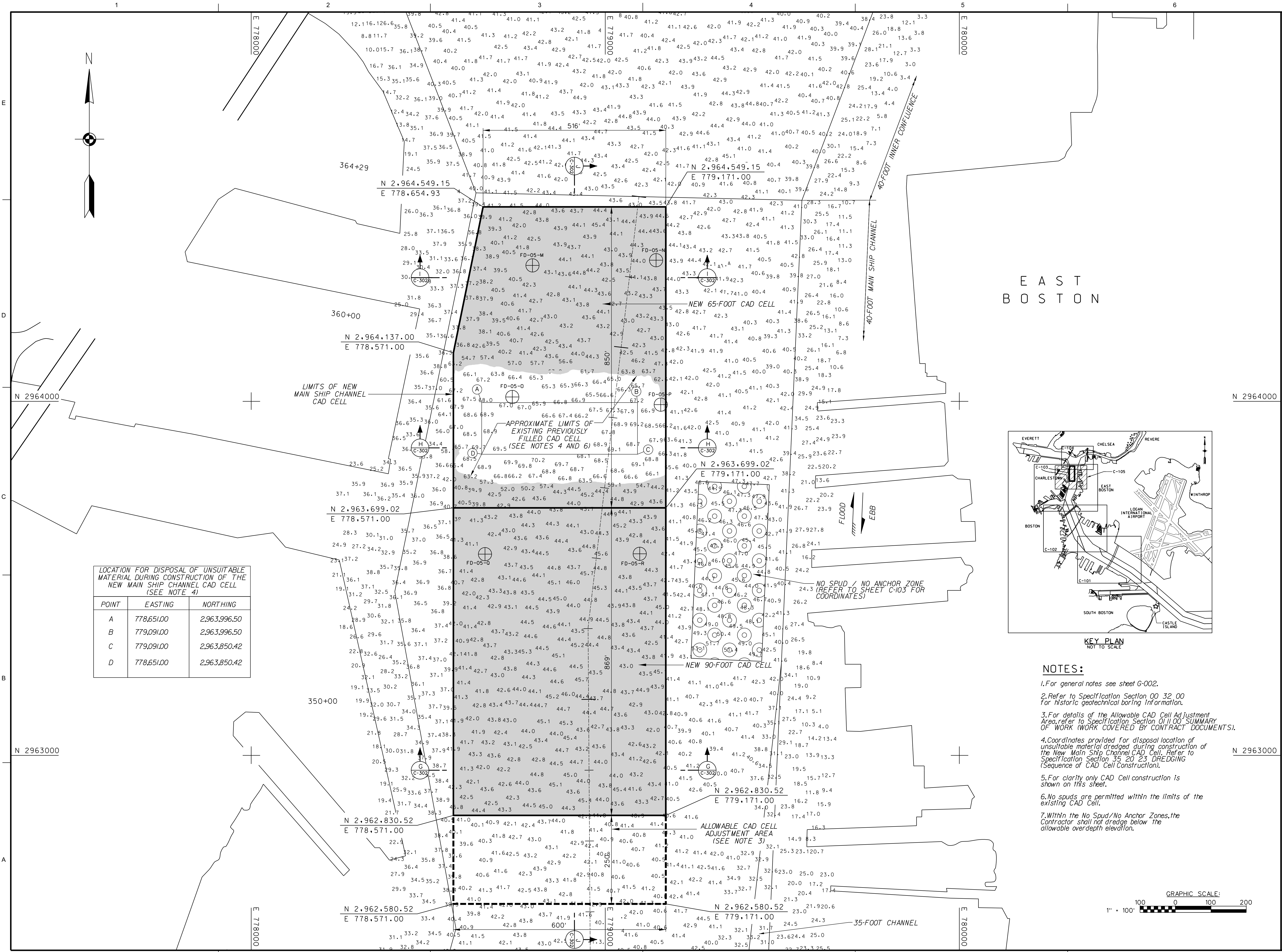
40-FOOT INNER CONFLUENCE PLAN
 AND SHEET KEY PLAN

SHEET IDENTIFICATION
C-104
 SHEET 6 OF 9

NOTE:
 For general notes see sheet G-002.

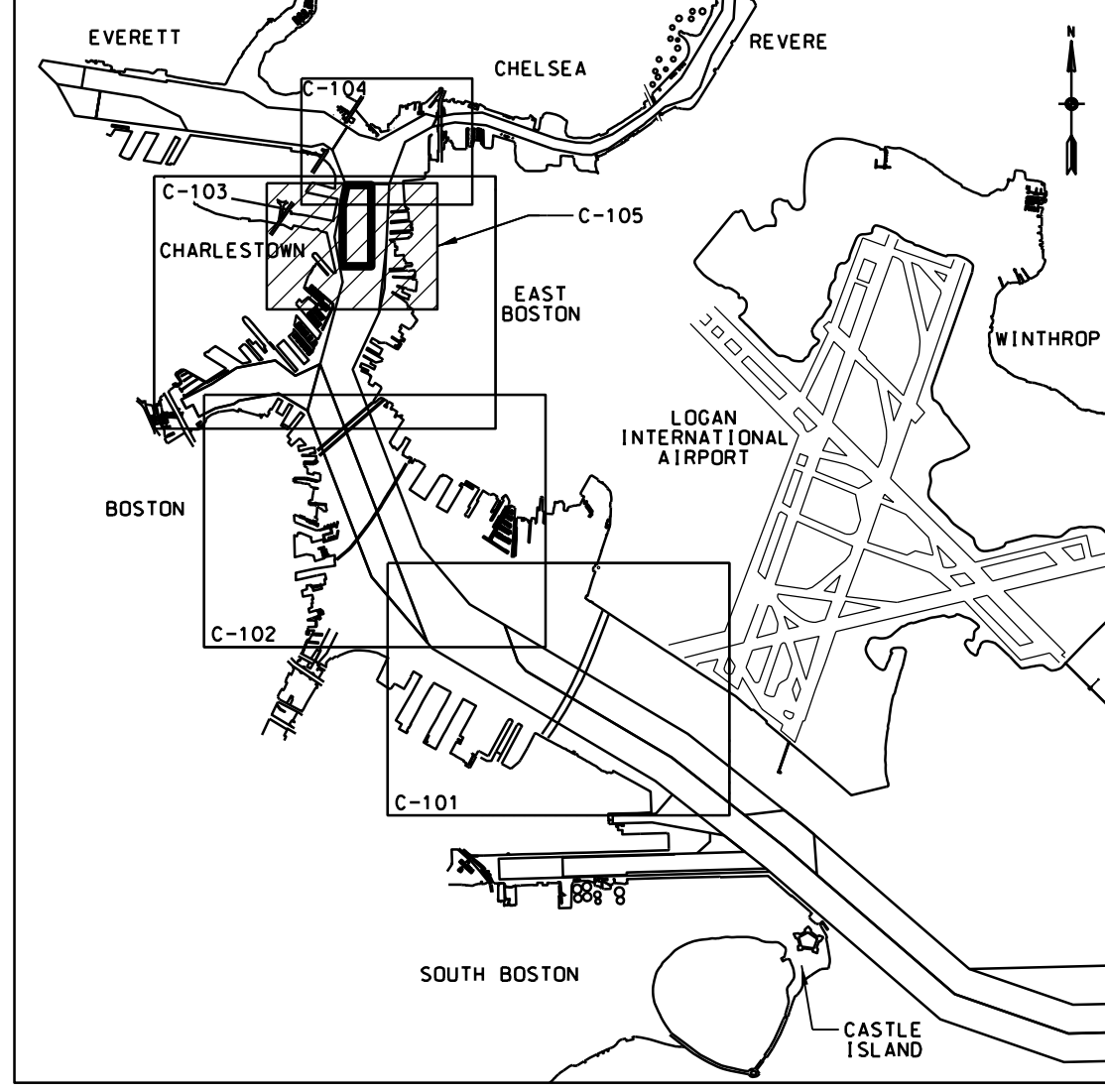


PLAN
 SCALE: 1" = 100'

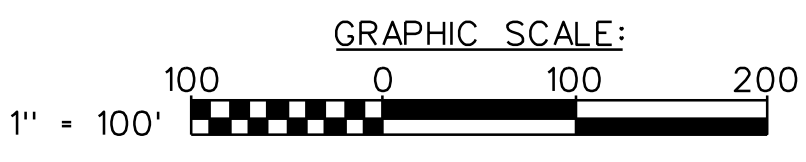


LOCATION FOR DISPOSAL OF UNSUITABLE MATERIAL DURING CONSTRUCTION OF THE NEW MAIN SHIP CHANNEL CAD CELL (SEE NOTE 4)

POINT	EASTING	NORTHING
A	778.651.00	2.963.996.50
B	779.091.00	2.963.996.50
C	779.091.00	2.963.850.42
D	778.651.00	2.963.850.42



- NOTES:**
- For general notes see sheet G-002.
 - Refer to Specification Section 00 32 00 for historic geotechnical boring information.
 - For details of the Allowable CAD Cell Adjustment Area, refer to Specification Section 01 10 00 SUMMARY OF WORK (WORK COVERED BY CONTRACT DOCUMENTS).
 - Coordinates provided for disposal location of unsuitable material dredged during construction of the New Main Ship Channel CAD Cell. Refer to Specification Section 35 20 23 DREDGING (Sequence of CAD Cell Construction).
 - For clarity only CAD Cell construction is shown on this sheet.
 - No spuds are permitted within the limits of the existing CAD Cell.
 - Within the No Spud/No Anchor Zones, the Contractor shall not dredge below the allowable overdepth elevation.



US Army Corps of Engineers
New England District

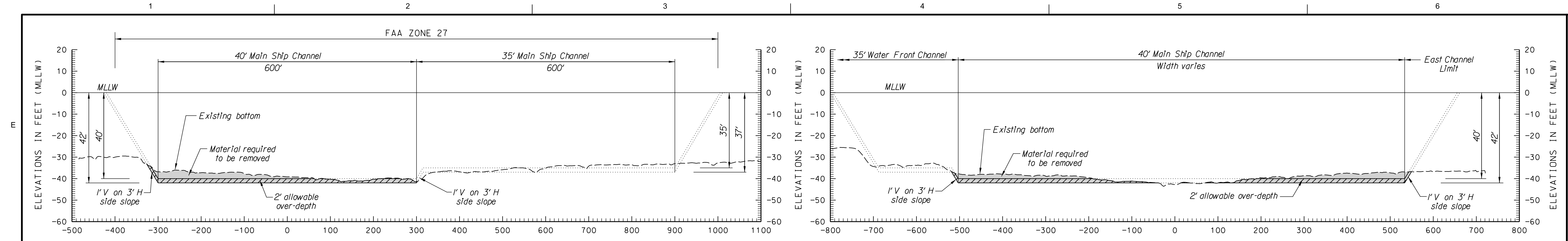
DATE	DESCRIPTION	DATE	DESCRIPTION

DESIGNED BY: CORAL SILIGTO
 CHECKED BY: MATT TESSIER
 SUBMITTED BY: MATT TESSIER
 DATE: AUGUST 2018
 REGULATION NO.: NEW ENGLAND DISTRICT CONCORD, MASSACHUSETTS
 CONTRACT NO.:
 DRAWING CODE: BOSTON-019-C-105-01
 FILE NAME: BOSTON-019-C-105-01
 SIZE: ANSIF

MAINTENANCE DREDGING
BOSTON INNER HARBOR
BOSTON, MASSACHUSETTS

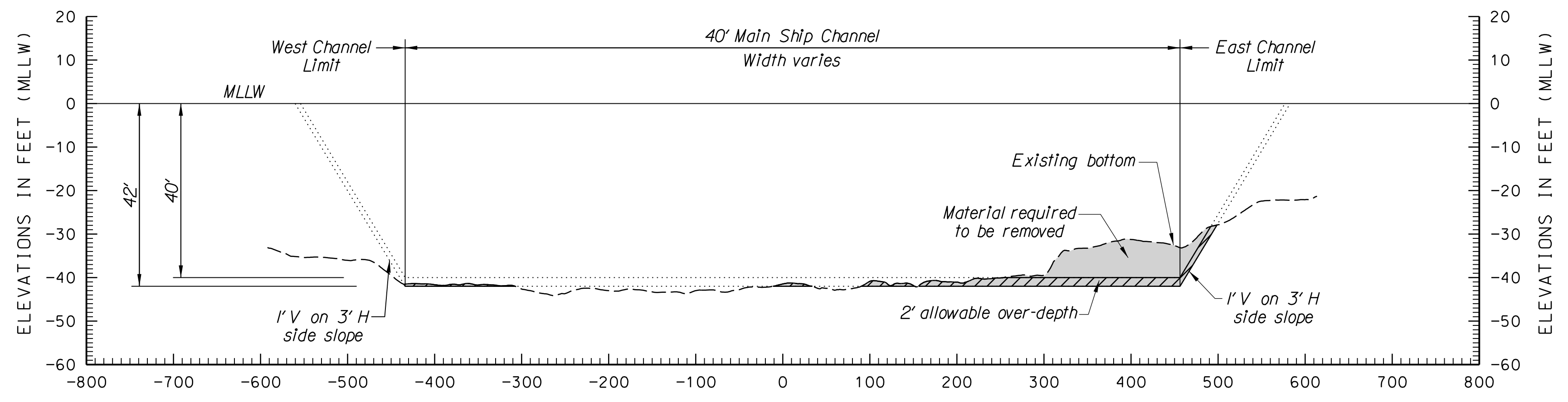
MAIN SHIP CHANNEL CAD CELL
AND SHEET KEY PLAN

SHEET IDENTIFICATION
C-105
SHEET 1 OF 9

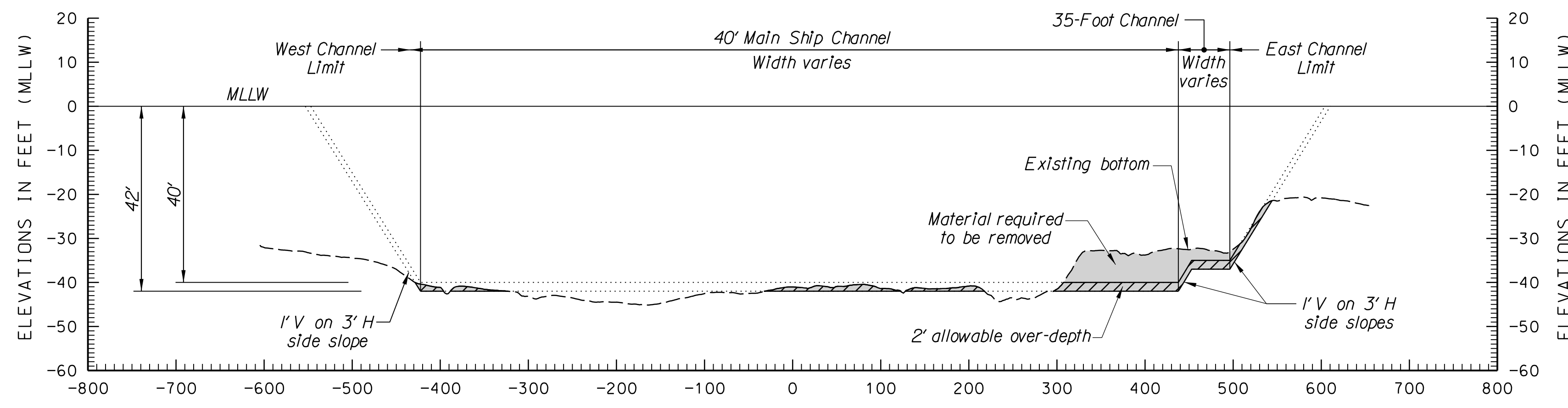


A SECTION
 C-103 SCALE: VER. 1" = 20'
 SCALE: HOR. 1" = 100'

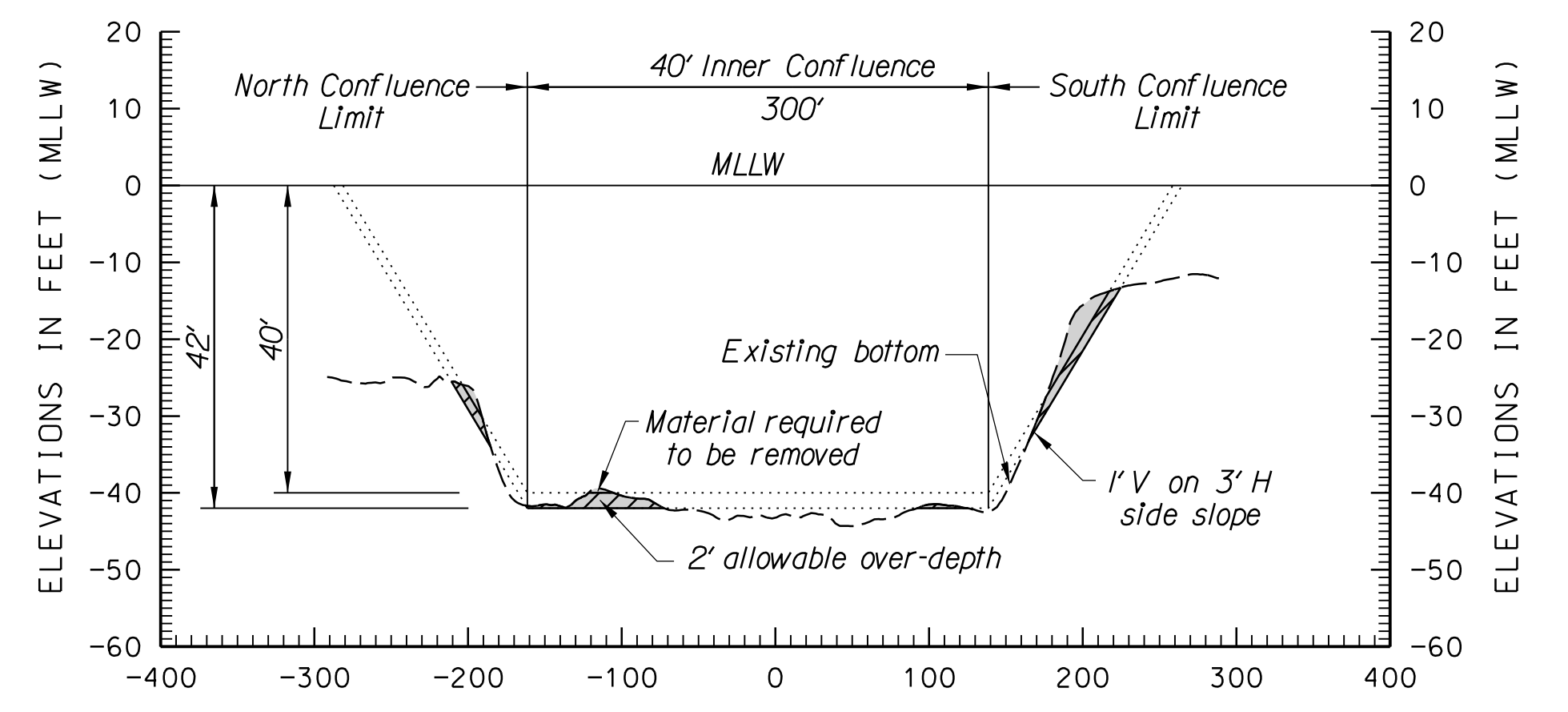
B SECTION
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 SCALE: HOR. 1" = 100'



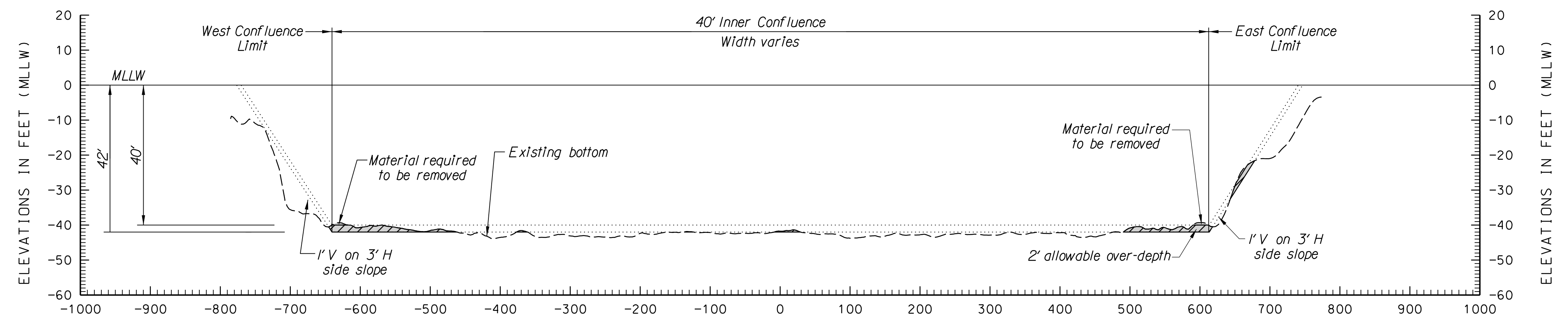
C SECTION
 C-103 SCALE: VER. 1" = 20'
 SCALE: HOR. 1" = 100'



D SECTION
 C-103 SCALE: VER. 1" = 20'
 SCALE: HOR. 1" = 100'



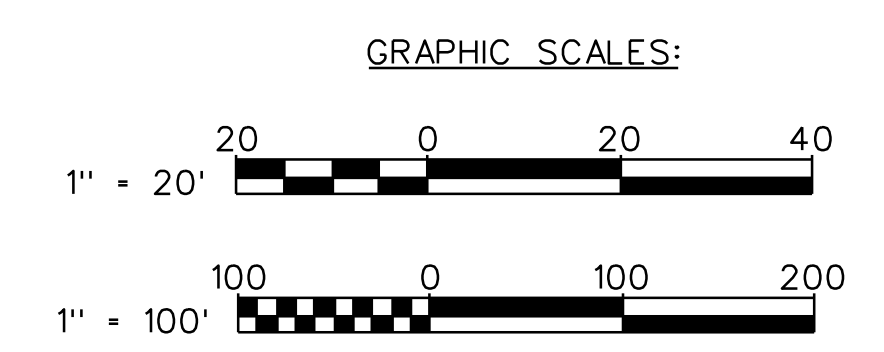
E SECTION
 C-104 SCALE: VER. 1" = 20'
 SCALE: HOR. 1" = 100'



F SECTION
 C-104 SCALE: VER. 1" = 20'
 SCALE: HOR. 1" = 100'

CROSS SECTIONS
 SCALE: VER. 1" = 20'
 SCALE: HOR. 1" = 100'

NOTE:
 For general notes see sheet G-002.



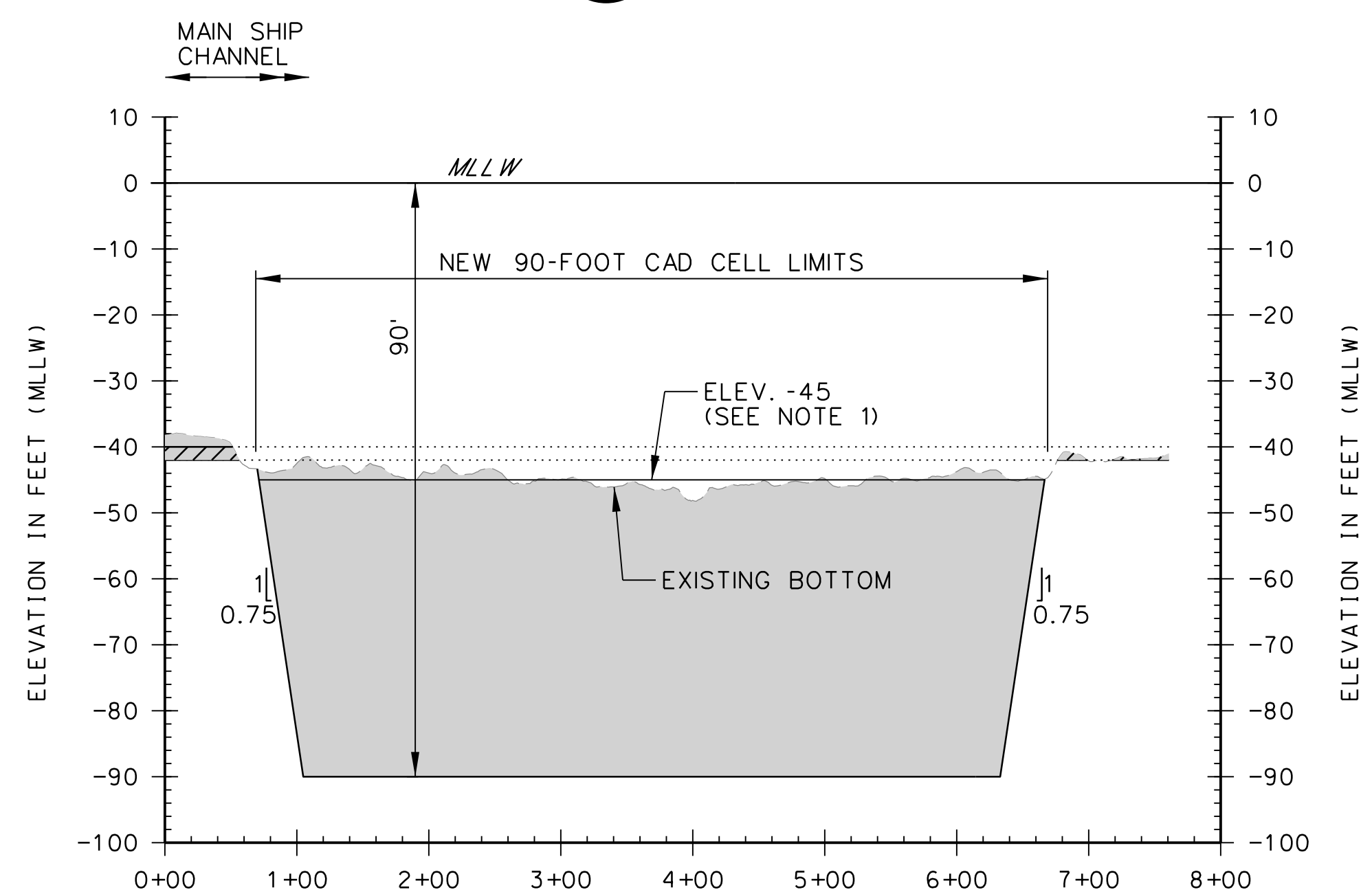
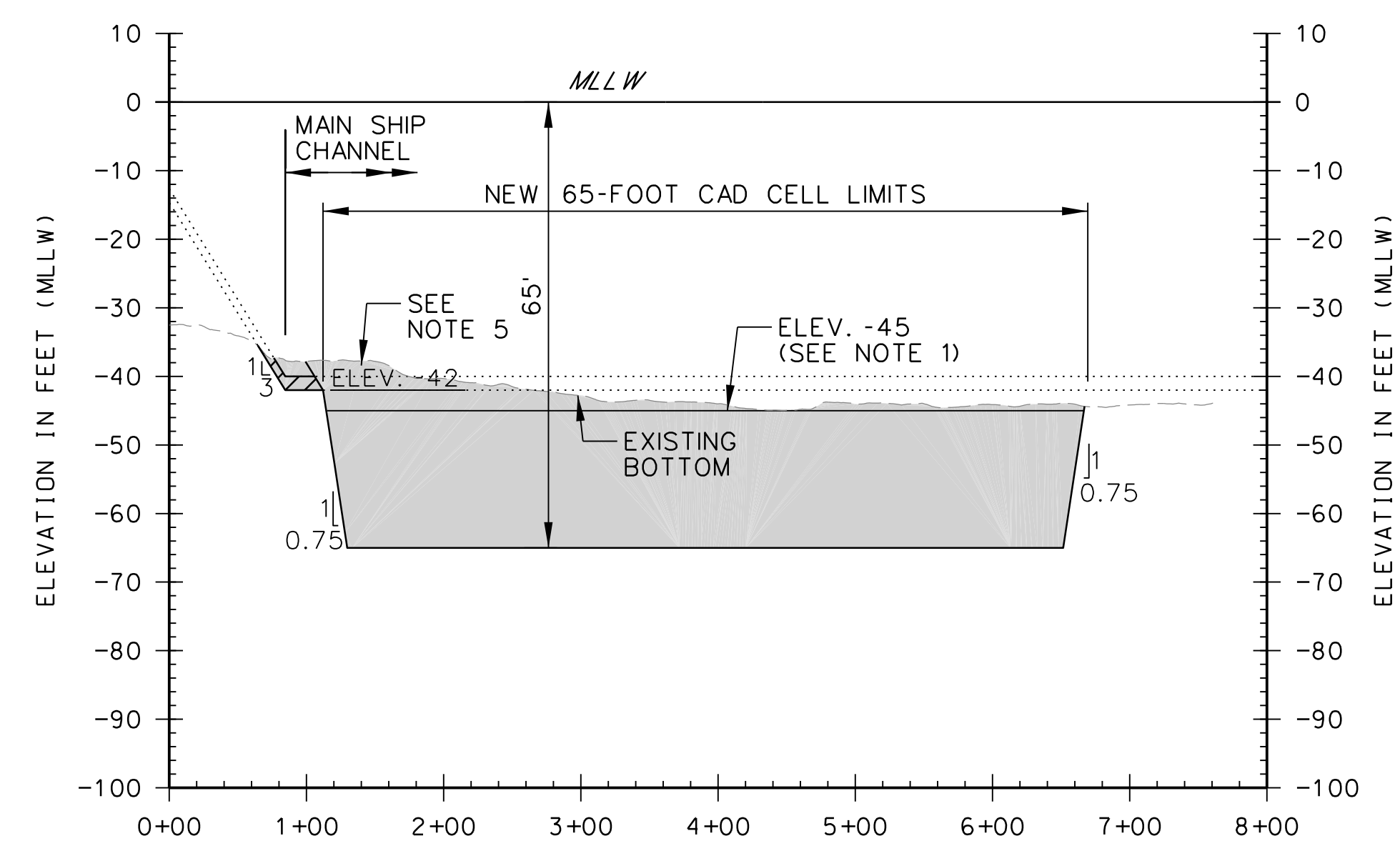
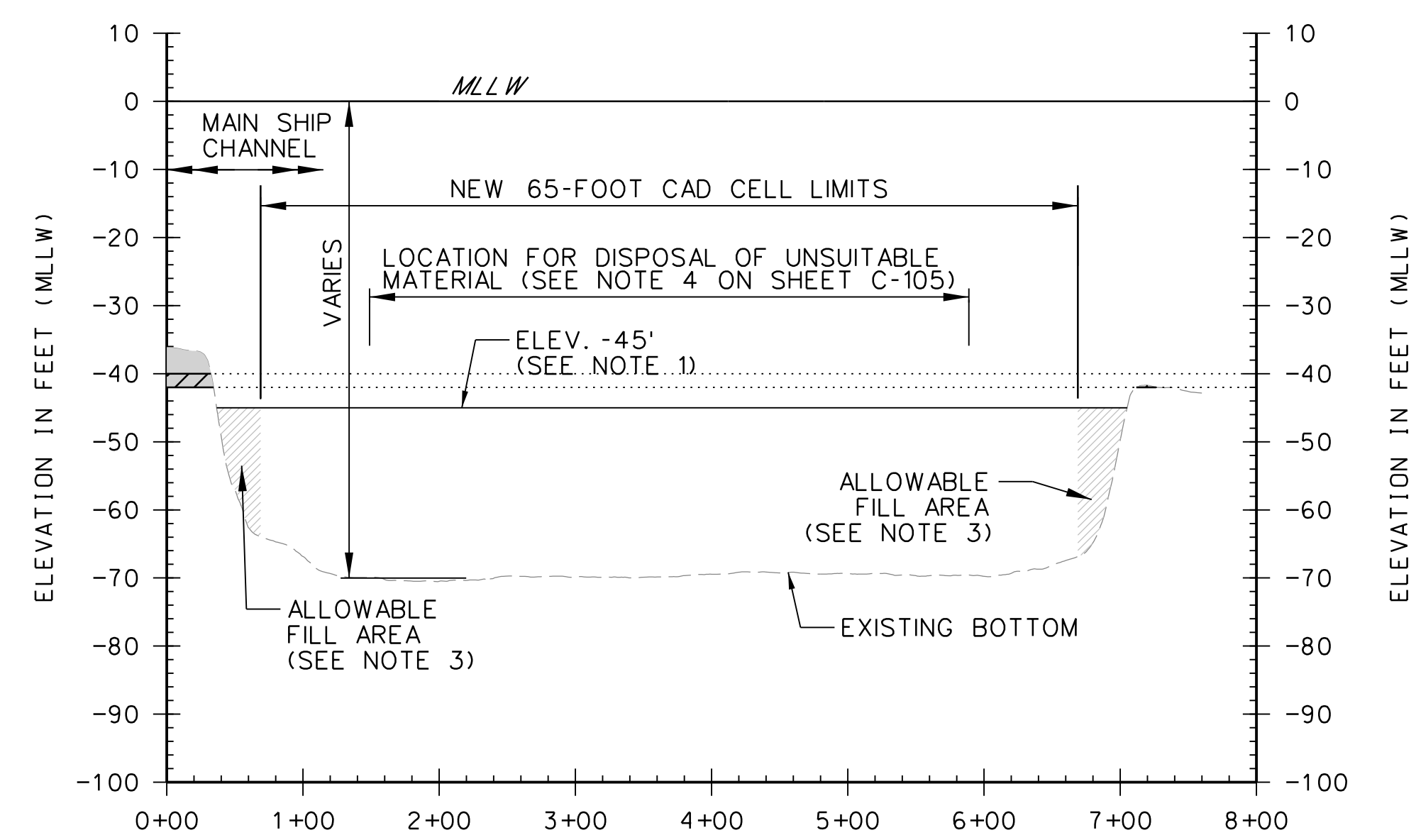
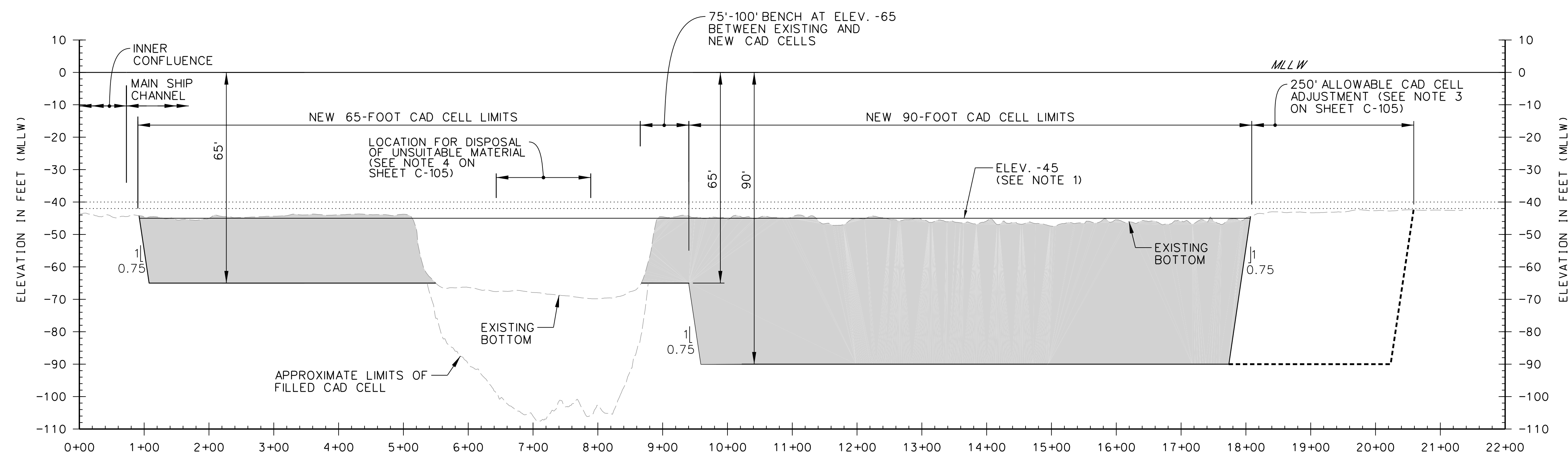
US Army Corps of Engineers
 New England District

DESIGNED BY: CORAL SILIGTO	DRAWN BY: MATT TESSIER, SJ	DATE: AUGUST 2016
CONTRACT NO.:	FILE NAME: 150316	REGISTRATION NO.:
CONCORD, MASSACHUSETTS	FILE NAME: 150316	CONTRACT NO.:
CONCORD, MASSACHUSETTS	FILE NAME: 150316	CONTRACT NO.:
CONCORD, MASSACHUSETTS	FILE NAME: 150316	CONTRACT NO.:

MANTENANCE OPERING
 BOSTON INDIAN HEADS
 BOSTON, MASSACHUSETTS

CROSS SECTIONS

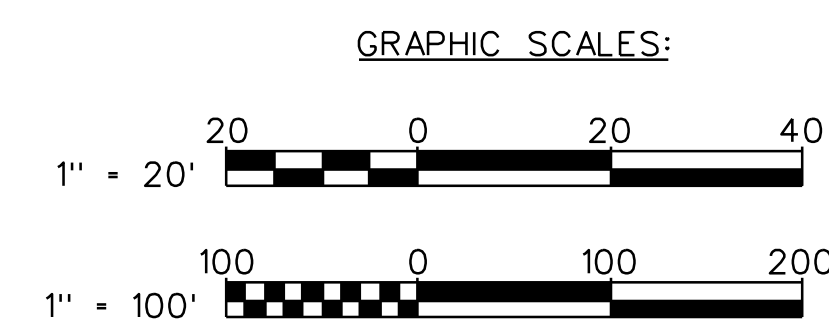
SHEET IDENTIFICATION
 C-301



- NOTES:
- CAD Cell to be filled to a maximum elevation of -45.00 MLLW. Refer to the sequencing requirements in Specifications Section 35 20 23.
 - CAD Cell will be capped in a separate future contract.
 - Unsuitable dredged material may also be placed outside and adjacent to the eastern and western limits of the CAD Cell limits shown on Sheet C-105.
 - Required material removed for construction of the CAD Cell shall be disposed of per Specification Section 35 20 23 (DREDGING OF SUITABLE MATERIAL).
 - Required maintenance material and required material removed within the CAD Cell limits above the required overdepth elevations (otherwise referred to as unsuitable material) shall be disposed of within the limits shown on Sheet C-105 and on Sections H and J. Refer to Specification Section 35 20 23 (DREDGING OF SUITABLE MATERIAL) and (SEQUENCE OF CAD CELL CONSTRUCTION).

CAD CELL CROSS SECTIONS

SCALE: VER. 1" = 20'
 SCALE: HOR. 1" = 100'



US Army Corps of Engineers
 New England District

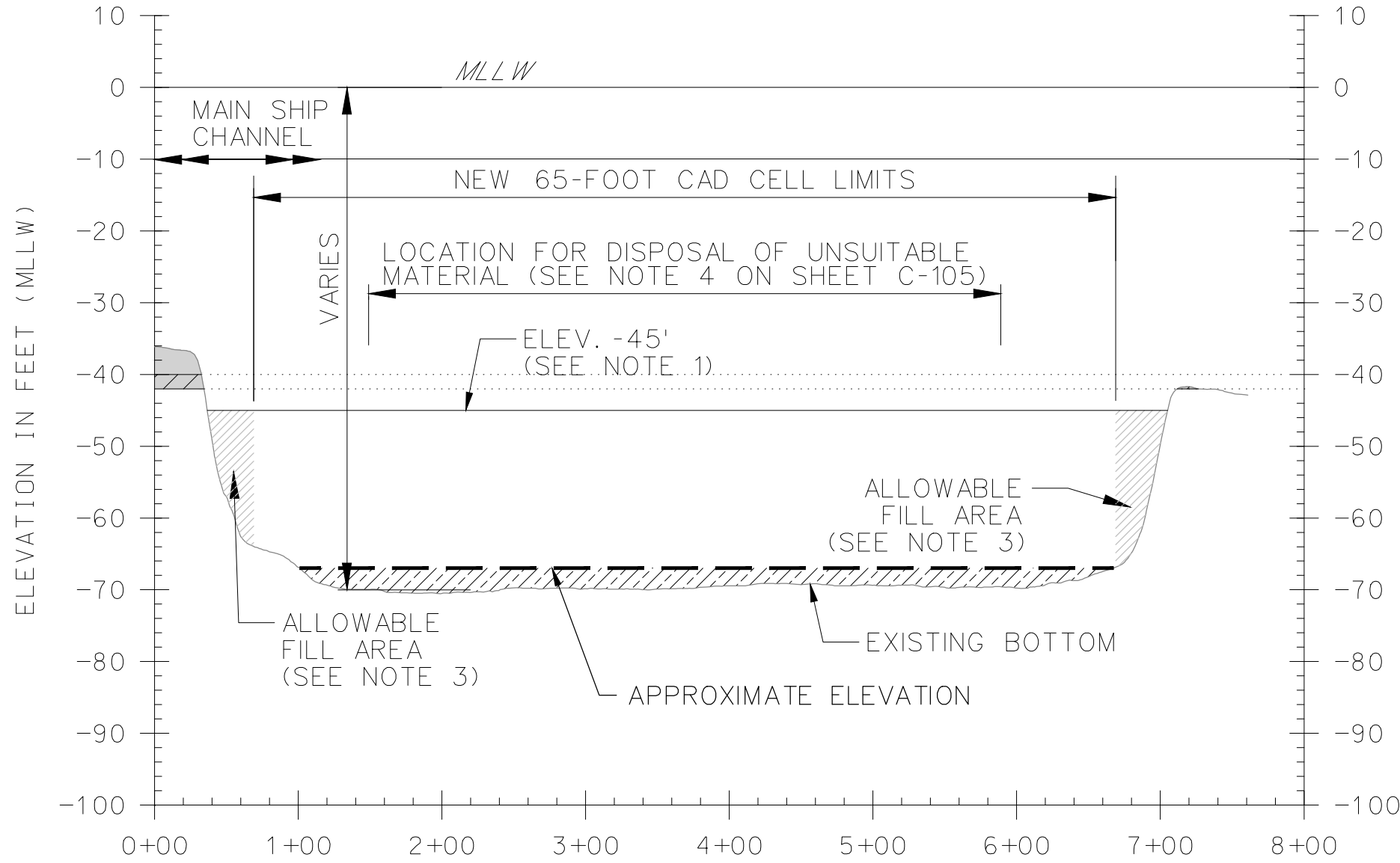
DATE	APPR.
DESCRIPTION	MARK
DATE	APPR.
DESCRIPTION	MARK

DESIGNED BY: CORAL BELGATO
 CHECKED BY: MATT TESSIER, SJ
 SUBMITTED BY: MATT TESSIER, SJ
 CONTRACT NO.:
 DRAWING CODE: 15-20-23
 FILE NAME: 15-20-23
 SIZE: ANSIF
 BBS-#19, C-302.dgn

MAINTENANCE DREDGING
 BOSTON INNER HARBOR
 BOSTON, MASSACHUSETTS

MAIN SHIP CHANNEL
 CAD CELL CROSS SECTIONS

SHEET IDENTIFICATION
 C-302
 SHEET 5 OF 9



H SECTION
 C-103 SCALE: VER. 1" = 20'
 C-105 SCALE: HOR. 1" = 100'

Issue Status: DRAFT

CAD CELL CROSS SECTIONS
 MAIN SHIP CHANNEL
 SECTION H

GULF OIL FUEL TERMINAL
 MAINTENANCE DREDGING PROJECT
 GULF OIL LP, CHELSEA, MA
 Project No.: 60539774 Date: 2019-05-01

